

APPROVAL OF MINUTES

2025-17
Corey Cooke

Act on resolution dispensing with the minutes of the regular Meeting held on Monday, January 13, 2025.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2025-18
Jackie Wilson

Receive communication from the Mayor and act on resolution amending prior Resolution No. 2024-419 on the reappointment of Talima Aaron as a Commissioner of the Cemetery Commission, to correctly state the term to expire December 31, 2027.

2025-19
Gary Brinn

Receive communication from the Mayor and act on resolution amending prior Resolution No. 2024-420 on the reappointments of William McCarthy and Caranell Parks to the City Zoning Board of Appeals, to correctly state the terms to expire December 31, 2029.

2025-20
Mayor Mandell

Receive communication from the City Manager and act on resolution reporting the Personnel Actions of the City of Elmira, whereby Scott R. Packard, has elected to retire from his position as Deputy Chief, effective January 8, 2025; Christopher P. Osiecki, has been appointed to the position of Deputy Chief, effective January 8, 2025 at an annual salary of \$139,406.00; Matthew G. McGrain, has been appointed to the position of Police Lieutenant, effective January 8, 2025 at an annual salary of \$118,240.17; James T. Wellington, has been appointed to the position of Police Sergeant, effective January 13, 2025 at an annual salary of \$109,167.74; and Daijeon S. Gardner, Pine City, NY has been appointed to the position of Police Officer, effective January 17, 2025 at annual

salary of \$63,083.70.

2025-21
Council as a Whole

Act on resolution extending appreciation to Scott R. Packard for his services rendered to the City of Elmira Police Department for the past 21 years, and wish him well in his future.

RESOLUTIONS

2025-22
Joseph Duffy

Act on resolution directing the Mayor to submit a request to the Elmira Water Board (EWB) to provide to the City the sum of \$50,000.00 out of 2024 profits or surplus resulting from EWB's operation of the water works system; said monies to be used by the City for general municipal purposes for the calendar year 2025.

2025-23
Mayor Mandell

Receive communication from the City Manager and act on resolution authorizing and directing the City Chamberlain to make payment to the City of Elmira Fire Department Benefit Fund for the year 2024 in the amount of \$63,923.00.

2025-24
Corey Cooke

Act on resolution rejecting all bids for RFB-322 Elevator Modernization Centertown Parking Garage Project and authorizing submission of requests for new bids later in this year.

ORDINANCE

2025-25
Nan Moss

Act on Ordinance to Amend Chapter 25, Article VII, Division 4, Section 25-155 of the Code of Ordinances of the City of Elmira, as Amended.

AGREEMENTS

2025-26
Mayor Mandell

Receive communication from the City Manager and act on resolution appointing Christopher Osiecki as Deputy Police Chief of the Elmira Police Department pursuant to the terms of the attached Memorandum of Understanding (MOU) and approving said MOU.

2025-27
Joseph Duffy

Act on resolution approving a Shared Services Information Technology (IT) Agreement with the County, a copy of which is attached hereto, to continue to provide

IT services to the City for the term retroactive to January 1, 2025 through December 31, 2027 and authorizing the Mayor to execute the shared services agreement; said agreement subject to Corporation Counsel approval.

2025-28
Joseph Duffy

Receive communication from the City Manager and act on resolution accepting the bid of Hale Contracting, Inc. in the total amount of \$90,513.00, the lowest bidder meeting all bid specifications as outlined on the attached bid summary, for the roof replacement on the Woodlawn Cemetery Office and authorizing the Mayor to sign documents necessary to effect this award.

2025-29
Jackie Wilson

Receive communication from the City Manager and act on resolution approving the hiring of Fagan Engineers & Land Surveyors, PC (Fagan) to provide professional engineering as requested by the City for the calendar year 2025 for a sum not to exceed \$12,500.00 and authorizing the Mayor to enter into an agreement with Fagan; said agreement subject to Corporation Counsel approval.

2025-30
Nan Moss

Receive communication from the City Manager and act on resolution approving the hiring of Hunt Engineer, Architects & Land Surveyors, P.C. (Hunt) to provide professional engineering services as requested by the City for the calendar year 2025 for a sum not to exceed \$12,500.00 and authorizing the Mayor to enter into an agreement with Hunt; said agreement subject to Corporation Counsel approval.

2025-31
Gary Brinn

Receive communication from the City Manager and act on resolution approving the Budgetary Proposal submitted by Granicus software subscription for computer program "PEAK" utilized in the creation and tracking of Council agendas for the performance period of February 3, 2025 through February 2, 2026 in the amount of \$7,714.02, a copy of which is attached hereto and incorporating the terms and conditions set forth in the February 3, 2021 Agreement.

2025-32
Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing a material modification of the City's Health Reimbursement Account and amendment to the account reflecting new coverages and authorizing the

Mayor to execute the modification and amendment, a copy of which is attached hereto.

2025-33
Mayor Mandell

Act on resolution approving a new Sales Tax Agreement between the City and Chemung County commencing retroactive to January 1, 2025 and expiring December 31, 2026, which Agreement is attached hereto and made a part hereof, and authorizing the Mayor to execute the Agreement; said Agreement subject to Corporation Counsel approval.

AUDITS

2025-34
Jackie Wilson

Act on Lead Hazard Reduction Grant Program Audit.

2025-35
Corey Cooke

Act on Community Development Block Grant Program Audit.

2025-36
Nan Moss

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2025-37
Gary Brinn

Act on resolution to adjourn.

Respectfully Submitted,



Christina C. Rodriguez
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the regular Meeting held on Monday, January 13, 2025.
Resolution Number:	2025-17
Sponsor:	Corey Cooke

ATTACHMENTS

[Beginning January 27.docx](#)

January 27, 2025

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 27th day of January, 2025.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2025- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting held January 13, 2025, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the Mayor and act on resolution amending prior Resolution No. 2024-419 on the reappointment of Talima Aaron as a Commissioner of the Cemetery Commission, to correctly state the term to expire December 31, 2027.

Resolution Number: 2025-18

Sponsor: Jackie Wilson

ATTACHMENTS

[Cemetery Reappt Aaron-Corrected.docx](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Council as a Whole

Dear Councilmembers:

By Resolution No. 2024-419, the Council approved the reappointment of Talima Aaron as a Commissioner of the Woodlawn Cemetery Commission. The resolution incorrectly indicated the term ending December 31, 2028. The following resolution amends the prior Resolution No. 2024-419 to correctly state the term ending December 31, 2027.

Respectfully yours,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION
NO. 2025 - _____

By Councilmember: _____

RESOLVED, that the communication from the Mayor announcing the reappointment recommendation of Talima Aaron, 902 Maple Avenue, Elmira, NY, as a Commissioner of the Woodlawn Cemetery Commission, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby concur with the reappointment of Talima Aaron as a Commissioner of the Woodlawn Cemetery Commission for a term ending December 31, 2027.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the Mayor and act on resolution amending prior Resolution No. 2024-420 on the reappointments of William McCarthy and Caranell Parks to the City Zoning Board of Appeals, to correctly state the terms to expire December 31, 2029.

Resolution Number: 2025-19

Sponsor: Gary Brinn

ATTACHMENTS

[Zoning Reappointments - McCarthy and Parks-Corrected.docx](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Council as a Whole

Dear Councilmembers:

By Resolution No. 2024-420, the Council approved the reappointments of William McCarthy and Caranell Parks to the City Zoning Board of Appeals. The resolution incorrectly indicated the terms ending December 31, 2030. The following resolution amends the prior Resolution No. 2024-420 to correctly state the terms ending December 31, 2029.

Respectfully yours,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the Mayor announcing the reappointments of William McCarthy, 780 Perine Street, Elmira, and Caranell Parks, 361 Maxwell Place, Elmira, to the City Zoning Board of Appeals, terms expiring December 31, 2029, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby approve the reappointments to the City Zoning Board of Appeals.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:

Receive communication from the City Manager and act on resolution reporting the Personnel Actions or the City of Elmira, whereby Scott R. Packard, has elected to retire from his position as Deputy Chief, effective January 8, 2025; Christopher P. Osiecki, has been appointed to the position of Deputy Chief, effective January 8, 2025 at an annual salary of \$139,406.00; Matthew G. McGrain, has been appointed to the position of Police Lieutenant, effective January 8, 2025 at an annual salary of \$118,240.17; James T. Wellington, has been appointed to the position of Police Sergeant, effective January 13, 2025 at an annual salary of \$109,167.74; and Daijeon S. Gardner, Pine City, NY has been appointed to the position of Police Officer, effective January 17, 2025 at annual salary of \$63,083.70.

Resolution Number:

2025-20

Sponsor:

Mayor Mandell

ATTACHMENTS

[Personnel Actions Jan 27.docx](#)

January 27, 2025

**FOR THE AGENDA
COMMUNICATION**

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

This is to announce the personnel actions for the City of Elmira whereby:

PACKARD, SCOTT R.	has elected to retire from his position as Deputy Chief in the Elmira Police Department, effective January 8, 2025.
OSIECKI, CHRISTOPHER P.	Horseheads, NY, has been appointed to the position of Deputy Chief in the Elmira Police Department, effective January 8, 2025, at an annual salary of \$139,406.00.
MCGRAIN, MATTHEW G.	Elmira, NY, has been appointed to the position of Lieutenant in the Elmira Police Department, effective January 8, 2025, at an annual salary of \$118,240.17.
WELLINGTON, JAMES T.	Elmira, NY, has been appointed to the position of Sergeant in the Elmira Police Department, effective January 13, 2025, at an annual salary of \$109,167.74.
GARDNER, DAIJEON S.	Pine City, NY, has been appointed to the position of Police Officer, effective January 17, 2025, at an annual salary of \$63,083.70.

Respectfully submitted,

P. Michael Collins
City Manager

January 27, 2025

RESOLUTION

2025 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Scott R. Packard, has elected to retire from his position as Deputy Chief, effective January 8, 2025; Christopher P. Osiecki, has been appointed to the position of Deputy Chief, effective January 8, 2025 at an annual salary of \$139,406.00; Matthew G. McGrain, has been appointed to the position of Police Lieutenant, effective January 8, 2025 at an annual salary of \$118,240.17; James T. Wellington, has been appointed to the position of Police Sergeant, effective January 13, 2025 at an annual salary of \$109,167.74; and Daijeon S. Gardner, Pine City, NY has been appointed to the position of Police Officer, effective January 17, 2025 at annual salary of \$63,083.70; and be it further

RESOLVED, that the personnel actions for the City of Elmira be received and placed on file.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:	Act on resolution extending appreciation to Scott R. Packard for his services rendered to the City of Elmira Police Department for the past 21 years, and wish him well in his future.
Resolution Number:	2025-21
Sponsor:	Council as a Whole

ATTACHMENTS

[Employee Thank You - Packard.docx](#)

January 27, 2025

RESOLUTION

NO. 2025 - ____

By Councilmember:_____

WHEREAS, Scott R. Packard has elected to retire from his position as Deputy Chief in the Elmira Police Department effective January 8, 2025; and

WHEREAS, Scott R. Packard began working for the City of Elmira, on April 4, 2003; and

WHEREAS, Scott R. Packard has been a dedicated and conscientious employee for the City of Elmira for the past 21 years.

NOW, THEREFORE, be it

RESOLVED, that the Elmira City Council hereby extend its appreciation to Scott R. Packard for his services rendered to the City of Elmira and wishes him well in the future.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Act on resolution directing the Mayor to submit a request to the Elmira Water Board (EWB) to provide to the City the sum of \$50,000.00 out of 2024 profits or surplus resulting from EWB's operation of the water works system; said monies to be used by the City for general municipal purposes for the calendar year 2025.

Resolution Number: 2025-22

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution EWB 2024 50,000 profits-surplus payment 1.27.2025.doc](#)

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

WHEREAS, section 166-o of the Charter of the City of Elmira provides that the Elmira Water Board may earn a profit resulting from the operation of the water works system; and

WHEREAS, section 166-o further provides that Elmira Water Board profits or surplus resulting from the operation of such water works system may be used by the City of Elmira for general municipal purposes; and

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira, New York hereby directs the Mayor to submit a request to the Elmira Water Board to provide to the City the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars out of 2024 profits or surplus resulting from the Water Board's operation of the water works system; said monies to be used by the City of Elmira for general municipal purposes for the calendar year 2025.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing and directing the City Chamberlain to make payment to the City of Elmira Fire Department Benefit Fund for the year 2024 in the amount of \$63,923.00.

Resolution Number: 2025-23

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution foreign fire funds EFD distribution 2024 1.27.2025.docx](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Foreign Fire Insurance Board has met and made recommendations for payment of funds from the City of Elmira Fire Department Benefit Fund.

The following resolution authorizes payment of those funds in accordance with the recommendations, which are consistent with the purposes for which these funds were spent in prior years. I recommend approval of the resolution as proposed.

Respectfully submitted,

Charmain Cattan
City Chamberlain

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Chamberlain regarding payment of monies to the City of Elmira Fire Department Benefit Fund (Fund) be received and placed on file; and be it further

RESOLVED, that the City Chamberlain be and she hereby is authorized and directed to make payment to said Fund as follows:

Chemung Canal Trust Company	\$63,923.00
Establish a Per Unit Share for Disbursement	\$ 97.00

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:	Act on resolution rejecting all bids for RFB-322 Elevator Modernization Centertown Parking Garage Project and authorizing submission of requests for new bids later in this year.
Resolution Number:	2025-24
Sponsor:	Corey Cooke

ATTACHMENTS

[resolution rejecting bids for elevator modernization centertown pkg garage 1.27.2025.docx](#)

January 27, 2025

**RESOLUTION
NO. 2025 - _____**

By Councilmember _____:

WHEREAS, bids for the RFB-322 Elevator Modernization Centertown Parking Garage Project (Project) were opened on December 13, 2024; and

WHEREAS, all four bids submitted exceeded allocated and available funds for the Project; and

WHEREAS, the City Buildings and Grounds Department is recommending that the bids be rejected; and

WHEREAS, the City Buildings and Grounds Department will diligently work with the City's Architectural/Engineering Consultant with the goal of placing a revised Project out for bid later in this year;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York hereby rejects all bids for the Elevator Modernization Centertown Parking Garage Project and does authorize submission of requests for new bids later in this year.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Act on Ordinance to Amend Chapter 25, Article VII, Division 4, Section 25-155 of the Code of Ordinances of the City of Elmira, as Amended.

Resolution Number: 2025-25

Sponsor: Nan Moss

ATTACHMENTS

[ord amend section 25-155 centertown parking fees 1.27.2025.docx](#)

January 27, 2025

ORDINANCE
NO. 2025 - _____

**AN ORDINANCE TO AMEND CHAPTER 25, ARTICLE VII, DIVISION 4,
SECTION 25-155 OF THE CODE OF ORDINANCES
OF THE CITY OF ELMIRA, AS AMENDED**

By Councilmember _____:

BE IT ORDAINED, by the City Council of Elmira, New York, duly convened in regular session this 27th day of January, 2025, as follows:

Section 1. Section 25-155(a) of the Code of Ordinances is amended to read as follows:

(a) *Centertown Garage.**

First two hours or any portion thereof \$1.00

Each additional hour or any position thereof \$1.00

Daily maximum (eight hours or more per day) \$6.00

Overnight rate (after 10:00 p.m.) \$10.00

Special events \$4.00

Monthly business \$45.00

Monthly residential (for those residing within the area bounded by East and West Water Streets, College Avenue, West Clinton Street and Madison Avenue) unrestricted \$35.00

The rate for PG W Water Street at Centertown Parking Garage with a minimum 40 spaces, maximum 130 spaces, is subject to an Agreement dated May 2, 2019 approved by City Council by Resolution No. 2019-112.

For any person or entity prepurchasing 500 or more parking spaces in accordance with regulations issued by the city manager, the rate is \$2.00 per parking space.

(1) Upon the effective date of this ordinance and thereafter, any owner or tenant, or both, who develops, by new construction, any commercial or residential or mixed commercial/residential real property within the geographic area set forth below, shall be entitled to purchase monthly unreserved parking spaces in the Centertown Garage at the monthly parking space rate of \$12.50. To qualify for this rate, the purchaser must purchase a minimum of five (5) parking spaces at the time of each purchase.

(2) Any owner and tenant, who redevelops any commercial/residential or mixed commercial/residential building in the geographic area set forth below, shall be entitled to purchase monthly unreserved parking spaces in the Centertown Garage at the monthly parking space rate of \$12.50. To qualify for this rate, the purchaser must purchase a minimum of five (5) parking spaces at the time of each purchase. Redevelopment means any capital expenditures to an existing building in the geographic area set forth below totaling in excess of \$10,000.00. To further qualify, the owner or tenant must submit invoices to the City evidencing the total expenditures incurred for the redevelopment.

(3) The geographic area referred to in subsections (a)(1) and (a)(2) above shall consist of that area bounded on the south by East Water Street and West Water Street; on the west by College Avenue; on the north by West Church Street; and on the east by Lake Street, said area consisting of both sides of the aforementioned streets.

Section 2. Section 25-155(b) of the Code of Ordinances is amended to read:

(b) *Off-Street Surface Parking at 237 West Water Street*

Each 30 minutes or any portion thereof \$1.00

Section 3. All ordinances and parts of ordinances heretofore passed which are in conflict or are inconsistent with any provision or provisions of this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall take effect immediately upon adoption and publication according to law.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution appointing Christopher Osiecki as Deputy Police Chief of the Elmira Police Department pursuant to the terms of the attached Memorandum of Understanding (MOU) and approving said MOU.

Resolution Number: 2025-26

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution appointing Osiecki deputy police chief 1.27.2025.doc](#)
[osiecki deputy chief appointment agreement 2.2025.doc](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

With the retirement of Scott Packard as Deputy Chief of Police effective January 7, 2025, I am appointing Christopher Osiecki as Deputy Chief of Police of the City of Elmira Police Department effective January 8, 2025. The appointment is subject to a Memorandum of Understanding between the City and the Deputy Chief as to the terms of his employment, a copy of which is attached to the following resolution.

Respectfully yours,

P. Michael Collins
City Manager

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager reporting the appointment of Christopher Osiecki as Deputy Police Chief of the City of Elmira Police Department effective January 8, 2025, be received and placed on file; and be it further

RESOLVED, that the terms of the Deputy Chief's employment shall be in accordance with the Memorandum of Understanding, attached hereto and made a part hereof, which Memorandum is hereby approved.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this _____ day of _____, 2025, by and between the ***CITY OF ELMIRA, NEW YORK (hereinafter “City”)*** and ***CHRISTOPHER OSIECKI (hereinafter “Osiecki”)*** regarding his appointment to the position of Deputy Chief of Police of the Elmira Police Department.

IT IS HEREBY AGREED by and between the City and Osiecki that he shall be appointed to the position of Deputy Chief of Police on January 8, 2025 as a management/confidential employee with the following terms and conditions of employment:

1. Osiecki will be paid an annual salary of \$139,406.00.
2. Osiecki shall continue to receive all benefits and rights he presently possesses pursuant to his position as a Captain in the Elmira Police Department and he will continue to receive new benefits that from time to time provided to individuals holding the position of Captain in the Elmira Police Department. Notwithstanding the foregoing, Osiecki acknowledges and agrees that by accepting and occupying the position of Deputy Chief, he shall not be, nor claim, nor assert in any way, now or in the future, to be a member of the Police Benevolent Association of Elmira, New York, Inc. (hereinafter “Association”), nor a member of any successor to the present Association, nor consent to be so represented by the Association or any successor thereto.
3. Should the City, in its sole discretion, decide not to fill or continue to fill the position of Deputy Chief of Police or should Osiecki voluntarily request that his assignment as Deputy Chief not be continued, Osiecki will have the right to “bump back” into the rank of

Captain of the Elmira Police Department, but not as a management/confidential employee; and resume membership in the Association then representing members of said Department.

4. Osiecki will not be required to reside in the City of Elmira but he must continue to reside within the County of Chemung.

CITY OF ELMIRA, NEW YORK

By:

P. Michael Collins

City Manager

Resolution No. 2025-_____

Christopher Osiecki

***POLICE BENEVOLENT ASSOCIATION
OF ELMIRA, NEW YORK, INC.***

By:

Brooks Shaw

President

Agenda Summary:

Act on resolution approving a Shared Services Information Technology (IT) Agreement with the County, a copy of which is attached hereto, to continue to provide IT services to the City for the term retroactive to January 1, 2025 through December 31, 2027 and authorizing the Mayor to execute the shared services agreement; said agreement subject to Corporation Counsel approval.

Resolution Number:

2025-27

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution city-county information technology shared serv agreement 2025-2027 1.27.2025.doc](#)
[city-county Information technology \(IT\) 2025-2027 Agmt.pdf](#)

January 27, 2025

**RESOLUTION
NO. 2025 - ____**

By Councilmember _____:

WHEREAS, the State of New York instituted a program in 2005 encouraging municipalities to jointly review the operations of local government with the goal of reducing the costs and improving the effectiveness of local governmental services; and

WHEREAS, the City of Elmira (“City”) and the County of Chemung (“County”) have previously entered into shared services agreements for the County to provide the City with information technology (IT) services, the most recent Agreement having expired December 31, 2024; and

WHEREAS, the City desires to continue to retain the County to provide IT services to the City’s Departments and the County is willing to perform such services; and

WHEREAS, the City and the County desire to enter into an agreement to formalize the intent of the parties to continue the IT services under the terms and conditions set forth in the attached Agreement with a term retroactive to January 1, 2025 through December 31, 2027;

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira does approve the Agreement between the City and the County of Chemung commencing retroactive to January 1, 2025 and expiring on December 31, 2027; and be it further

RESOLVED, that the Mayor be and hereby is authorized to execute the Shared Services Agreement, subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agreement

This Information Technology "IT" Services Agreement (this "**Agreement**"), is entered into this ____ day of _____ 2025, is by and between:

COUNTY OF CHEMUNG, a municipal corporation, with its principle offices located at 203 Lake Street, Elmira, NY 14902 ("**County**") and

CITY OF ELMIRA, a municipal corporation, with its principle offices located at 317 East Church Street, Elmira, NY 14901 ("**City**")

and together with County, the "**Parties**", and each a "**Party**").

WHEREAS, County has the capability and capacity to provide certain services for Information Technology; and

WHEREAS, City desires to retain County to provide the said services, and County is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree as follows:

1. Services. County shall provide to City the services (the "**Services**") set out in a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the County and the City.

2. County Obligations. County shall:

2.1 Designate employees that it determines, in its sole discretion, to be capable of fulfilling all of the services set out in the Statement of Work, and any additional statements of work – if any; and

(a) County Departmental Director for Information Technology, will be the primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement.

2.2 County will maintain complete and accurate records relating to the provision/work performed of the Services under this Agreement, including records of the time spent and materials used by the County in providing the Services. During the Term upon City's written request, County shall allow City or City's representative to yearly inspect and make copies of such records in connection with the provision of the Services; provided that City provides County with at least ten (10) days advance written notice of the planned inspection.

3. City Obligations. City shall:

3.1 Require that the City Department Heads and or its employees respond promptly to any reasonable requests from County for instructions, information, or approvals required by County to provide the Services.

3.2 Request Services via the County website and submitting a "Chemung County IssueTrak" work order ticket.

3.3 Prior to purchasing computer hardware or software, request approval via the City Intranet "ITAC" form to authenticate compatibility and integration with current IT infrastructure.

3.4 Cooperate with County in its performance of the Services and provide access to City's premises, employees, contractors, and equipment as required to enable County to provide the Services.

3.5 Take all steps necessary, including obtaining any required licenses or consents, to prevent City-caused delays in Service Provider's provision of the Services.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the County and the rights granted to City under this Agreement, City shall pay the fees set forth in schedule, attached as Exhibit B. Payment to the County of such fees and the reimbursement of expenses will be billed quarterly.

4.2 City shall reimburse County for all reasonable expenses incurred in accordance with the Statement of Work, if such expenses have been pre-approved, in writing by the City Manager.

4.3 City, municipal corporation is exempt from all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity.

5. Limited Warranty and Limitation of Liability.

5.1 County warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable/industry standard/required skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 County's sole and exclusive liability and City's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) County shall use reasonable commercial efforts to promptly cure any such breach; provided, that if County cannot cure such breach within a reasonable time (but no more than 20/days) after City's written notice of such breach, City may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

5.3 COUNTY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to City under this Agreement or prepared by or on behalf of the County in the course of performing the Services shall be owned by County. County hereby grants City a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable City to make reasonable use of the Services.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within ten (10) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.4 only, Receiving Party's Group shall mean the Receiving Party's employees, legislators, council-members, officers, directors, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence January 1, 2025 the Effective Date and shall continue until December 31, 2027, unless sooner terminated pursuant to Section 8.2.

8.2 Either Party may terminate this Agreement, upon a ninety (90) day written notice to the other Party.

8.3 The rights and obligations of the Parties set forth in Section 6, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement; and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL COUNTY BE LIABLE TO CITY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (OTHER THAN NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Insurance. During the term of this Agreement, Each party shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$ 1,000,000 (ONE MILLION) and \$3,000,000 (THREE MILLION) in the aggregate. Upon request, the party shall provide the other with a certificate of insurance from the insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name other party as an additional insured.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire

Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below:

Notice to City:

CITY MANAGER
317 East Church Street
Elmira, NY 14901

Notice to County:

COUNTY EXECUTIVE
203 Lake Street
Elmira, NY 14902

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Neither party shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for the performance of the Services by County shall be under its own control, City being interested only in the results thereof. The County shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the City the right to instruct,

supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the City's final approval and shall be subject to the City's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with and enforced under the laws of the State of New York.

21. Choice of Forum. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of New York State Courts situated in Chemung County, or the US District Court for the Western District of New York.

22. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement.

23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the City to make payments to County hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) shortage of adequate power or transportation facilities;

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CITY OF ELMIRA

Daniel J Mandell Jr.

City Mayor

Res#

COUNTY OF CHEMUNG

Christopher J. Moss

County Executive

Res#

EXHIBIT'S

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B – BILLINGS FEE SCHEDULES

EXHIBIT A

STATEMENT OF WORK

The County IT department will provide the City with its IT technology services ranging from basic Internet connectivity to enterprise application software. Technology service providers include Internet service providers (ISP), application service providers (ASP), cloud providers and developers.

City to Provide and pay for all computer (IT related) hardware, and any software licenses and or software maintenance fees to third parties (ie. Microsoft products, Visual Basic, Enterprise E-mail software, SQL Server, and all versions of Windows in a workstation, server, and end user environment).

County to provide:

- Provide the management and support of database generating software applications include, but are not limited to: Microsoft Access and Excel, Visual Basic, Enterprise E-mail software, SQL Server, and all versions of Windows in a workstation, server, and end-user environment.
- Provide designing, programming, upgrading and customizing databases and queries to meet various user needs in collecting, analyzing reporting and sharing data.
- Provide website design/maintenance and maintain databases related to the websites.
- Provide software and server administration for applications that require continually available access and large amounts of database transactions. Monitors databases for usage, response, breach of privacy, and potential restructuring. Ensure that storage, maintenance, backup and recovery systems are functioning correctly.
- Provide IT helpdesk services 8:30am-4:30pm M-F
 - This is routine technical work requiring the provision of customer service providing first-line diagnosing, trouble-shooting of computer problems related to hardware, operating system software, peripheral equipment, IT-supported products, security and password problems.
- Provide information security program, which includes procedures and policies designed to protect enterprise communications, systems and assets from both internal and external threats.
- Provide employee security awareness training, develop secure business and communication practices, identify security objectives and metrics, choose and purchase security products from vendors, ensure that the City is in regulatory compliance with the rules for relevant bodies, and enforce security practices.
- Reviews and evaluates City IT project plans, design documents and other technical documentation and sets schedules.
- Prepares preliminary budget estimates for software projects; Oversees the organization and development of appropriate system documentation related to the software and databases; May assist with scheduling projects within the programming area.

EXHIBIT B

BILLINGS FEE SCHEDULES

The Agreement and Technical Support project outlined in the Scope of Services will be billed on an hourly basis, with actual cost the County, on a quarterly billing cycle. The following table outlines positions and costs for its various levels of IT professionals.

IT Position	Hourly Rates	Experienced Employee Hourly Rates
Director	\$69.46	
Deputy Director	\$48.10	
IT Specialist III (Network)	\$33.75	\$35.02
IT Specialist III (Programming)	\$32.99	\$48.44
IT Specialist II (Network)	\$31.84	\$44.25
IT Specialist II (Programming)	\$29.56	
Information Security Officer	\$22.60	
IT Specialist I	\$25.49	\$26.09
IT Specialist Helpdesk /Clerical	\$21.54	\$22.72

- The above rates are subject to CSEA contract negotiation and are subject to change. Any changes in the above rate the City will be provided a Ninty (90) day notice of change
- The hourly rates will include the employee's yearly fringe rate, calculated at 50.09% (2024 rate), i.e., the total hourly cost will be the hourly rate + fringe rate.

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution accepting the bid of Hale Contracting, Inc. in the total amount of \$90,513.00, the lowest bidder meeting all bid specifications as outlined on the attached bid summary, for the roof replacement on the Woodlawn Cemetery Office and authorizing the Mayor to sign documents necessary to effect this award.

Resolution Number: 2025-28

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution_bid_award_hale_contracting_roof_replacement_woodlawn_cemetery_office_1.27.2025.docx](#)
[RFB-335 roof replacement woodlawn bid summary 1.27.2025.pdf](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with RFB-335 Roof Replacement Woodlawn Cemetery Office, bids were opened on January 7, 2025. The Director of Buildings and Grounds and Foor & Associates Architects have recommended awarding this contract to Hale Contracting, Inc., the lowest responsible bidder meeting all bid specifications in the amount of \$90,513.00. A copy of the bid summary sheet is attached.

The following resolution awards the contract to Hale Contracting, Inc.

Respectfully yours,

P. Michael Collins
City Manager

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the award of a contract to Hale Contracting, Inc. for the roof replacement on the Woodlawn Cemetery Office, be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, New York hereby accepts the bid of Hale Contracting, Inc. in the total amount of \$90,513.00, said bidder being the lowest bidder meeting bid specifications as outlined on the attached bid summary; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign such documents as necessary to effect this award.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING
DEPARTMENT**

RFB-335 Roof Replacement Woodlawn Cemetery Office

Bid Opening: January 7, 2025

Bidders	Niko k Construction Corp	New Britain Roofing Co	Hale Contracting
Surety	Bid Bond	Bid Bond	Bid Bond
Addendum #1 & 2	Acknowledged #1	Received	Received
Total Gross Sum Bid	698,000.00	92,622.00	90,513.00
Unit Price No.1 OSB Roof Sheathing Replacement per Sq Ft	60.00	7.50	3.00

Agenda Summary:

Receive communication from the City Manager and act on resolution approving the hiring of Fagan Engineers & Land Surveyors, PC (Fagan) to provide professional engineering as requested by the City for the calendar year 2025 for a sum not to exceed \$12,500.00 and authorizing the Mayor to enter into an agreement with Fagan; said agreement subject to Corporation Counsel approval.

Resolution Number:

2025-29

Sponsor:

Jackie Wilson

ATTACHMENTS

[resolution_fagan_engineering_services_for_2025_1.27.2025.doc](#)
[fagan engineers 2025 contract.pdf](#)

December 9, 2019

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In the past, the City has entered into letter agreements with Fagan Engineers & Land Surveyors, P.C. (Fagan) to provide professional engineering services as requested by the City during a calendar year.

City staff recommends that a new Agreement be enter into for the 2025 calendar year, commencing retroactively from January 1, 2025 through December 31, 2025. The total cost for these services not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). The following resolution authorizes the retention of Fagan for these services and authorizes the Mayor to execute the Agreement.

Respectfully yours,

P. Michael Collins
City Manager

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's hiring of Fagan Engineers & Land Surveyors, P.C. (Fagan) to provide professional engineering services as requested by the City for the calendar year 2025, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize and approve the hiring of Fagan to provide professional engineering services commencing retroactively from January 1, 2025 through December 31, 2025, with he charges for said services not to exceed the sum of Twelve Thousand Five Hundred Dollars (\$12,500); and be it further

RESOLVED, that the Mayor be and is hereby authorized to enter into an Agreement with Fagan; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



January 19, 2025

Ms. Kelly J. Cardi
City of Elmira Law Department
317 East Church Street
Elmira, NY 14901

RE: Engineering Services Proposal
2025 - Term Contract
Elmira (C), Chemung (C), New York

Dear Ms. Cardi:

We would like to take this opportunity to submit a proposal for providing general engineering consulting services to the City of Elmira. We have developed the following proposal based upon our work experience with the City over the previous five years:

SCOPE OF SERVICES

Fagan Engineers & Land Surveyors, P.C. (FE) will provide survey, mapping, engineering and construction inspection/administration on an as needed basis. Individual tasks shall be assigned by City Staff. At that time FE personnel shall provide an estimate of the amount of time/fee for the individual task based on our rate schedule (Attachment 1). The following is a list of potential services provided by FE, including but not limited to:

1. **Survey/Mapping Services** – Fagan Engineers will provide topographic and boundary survey services. FE will develop existing condition mapping of the subject areas utilizing the survey data. FE utilizes the latest versions of AutoCAD Civil 3D and ArcGIS mapping programs. FE can also provide GIS support services including data management and updates.
2. **Design Engineering** – FE will provide civil and environmental engineering services on an as needed basis. Our engineering services may include transportation/roadway, utility, stormwater, sidewalks/trailways, site plans, etc.
3. **Environmental Analysis** – FE will provide environmental analysis services such as asbestos testing/surveys and Phase I/II/III Environmental Assessments.
4. **Project Development** – For large projects, Fagan Engineers will assist City staff in developing project scope and potential costs. FE will also provide, upon request, assistance with the development of Requests for Proposals (RFPs).

5. Construction Inspection/Administration – FE construction inspection and field engineer personnel are available to supplement City forces for all types of public infrastructure projects including roadways, sidewalks, utilities, etc. FE can fully administer every aspect of a municipal construction project including inspection, construction quality assurance (CQA), submittal review, payment reviews, record (as-built) drawings, etc.
6. Grant Application Support – Most grant applications require figures, maps, cost estimates, studies, etc. Fagan Engineers will provide those services as requested.

FEES

Fagan Engineers will provide all services as requested by City Staff on an hourly basis. Time expended on the contract will be billed on a monthly basis according to the rate schedule included in Attachment 1. Direct expenses will be added to the billings as detailed in Attachment 1. Subsequent invoices will be submitted monthly and will be due and payable within 30 calendar days of their submission to you. Total charges for engineering services under this Contract shall not exceed the sum of \$12,500 without written authorization.

CONTRACT TERM

The Term of this Contract shall be for a period of one year commencing on the 1st day of January 2025 and terminating on the 31st day of December 2025.

Page 3
2025 Term Contract
January 19, 2025

CONSULTANT CONTRACT PROVISIONS

GENERAL - These Standard Terms and Conditions, together with the attached proposal, constitute the Professional Services Agreement ("Agreement") between Fagan Engineers & Land Surveyors, PC ("CONSULTANT") and the person or entity to whom the proposal is addressed ("Client") to perform basic or additional services.

1. CONTRACT - These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. RIGHT OF ENTRY - When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.

3. DOCUMENTS - All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subcontractors, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. DISPOSAL OF SAMPLES - CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. HAZARDOUS MATERIALS - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. CONSTRUCTION PHASE SERVICES - If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. STANDARD OF CARE - CONSULTANT and its employees, subsidiaries, independent professional associates, subcontractors, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. OPINION OF PROBABLE COSTS - When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. SUSPENSION OF WORK - The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. CHANGES OR DELAYS - Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. LIABILITY - To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement.

12. CONFLICTS OF INTEREST - This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

13. REIMBURSABLE EXPENSES - CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

14. MISCELLANEOUS

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

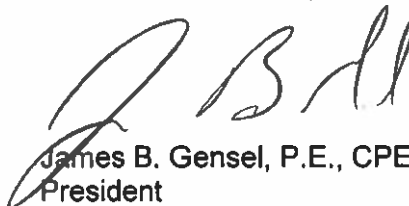
Force Majeure: The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the Client agrees that the CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement.

Page 4
2025 Term Contract
January 19, 2025

Should this proposal for engineering services be acceptable, please sign the acceptance section below which will constitute an agreement between us. Please return one executed copy for our files. Thank you for the opportunity to submit this proposal, and we look forward to working with you on this project.

Sincerely,

FAGAN ENGINEERS & LAND SURVEYORS, P.C.



James B. Gensel, P.E., CPESC
President

AGREEMENT ACCEPTANCE SECTION

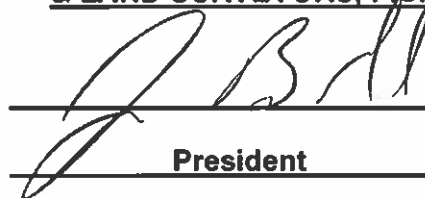
CITY OF ELMIRA

ACCEPTED BY: _____

TITLE: _____

DATE: _____

**FAGAN ENGINEERS
& LAND SURVEYORS, P.C.**



President

January 19, 2025

L:\DATA\MK\Project Proposals\Elmira (C)\MSA\2025 Term Contract 01-19-2025.doc

ATTACHMENT 1



EMPLOYEE HOURLY RATE SHEET

Engineering & Design Services

Principal	\$ 240
Senior Project Manager	\$ 170
Project Manager	\$ 145
Senior Engineer	\$ 130
Staff Engineer	\$ 120
Senior Designer	\$ 100
Planner	\$ 100
Senior Technician	\$ 95
GIS Analyst	\$ 90
Designer	\$ 90
Junior Engineer	\$ 85
Technician II	\$ 85
Technician I	\$ 70
Technical Typist / Admin Support	\$ 60
Engineer Intern	\$ 60

Field & Construction Services

Construction Supervisor	\$ 150
Senior Field Engineer	\$ 120
Field Engineer	\$ 100
Construction Inspector	\$ 85

Environmental Services

Senior Environmental Scientist	\$ 125
Environmental Scientist	\$ 110
Wetland Scientist	\$ 110

Survey Services

Licensed Surveyor	\$ 160
sUAS (Drone) Crew (Pilot & VO)	\$ 250
Survey Crew (2 Person)	\$ 175
Senior Surveyor/Party Chief II	\$ 110
Surveyor/Party Chief I	\$ 100
Survey Technician	\$ 80

Typical Expenses

Mileage	\$ 0.70 Per Mile (Match IRS Regulations)
Reproductions	\$ 0.10 Per Copy
Reproductions - Color	\$ 0.30 Per Copy
Large Format Prints	\$ 1.50 Per Sheet
Scanning	\$ 1.00 Per Sheet

Other routine costs such as meals, lodging, telephone charges, postage, express mailings etc. will be billed at cost. Subcontracts will be billed with a 10% markup. Charges are subject to revision and annual adjustments at the end of the calendar year. Overtime charges (150% of the aforementioned rates) apply for individuals working beyond 40 hours per week.

Effective: January 2025

Agenda Summary: Receive communication from the City Manager and act on resolution approving the hiring of Hunt Engineer, Architects & Land Surveyors, P.C. (Hunt) to provide professional engineering services as requested by the City for the calendar year 2025 for a sum not to exceed \$12,500.00 and authorizing the Mayor to enter into an agreement with Hunt; said agreement subject to Corporation Counsel approval.

Resolution Number: 2025-30

Sponsor: Nan Moss

ATTACHMENTS

[resolution hunt engineering services 2025 agmt1.27.2025.doc](#)
[Hunt engineers 2025 agreement.pdf](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2024-114, the City entered into an Agreement with Hunt Engineers, Architects & Land Surveyors, P.C. (Hunt) to provide professional engineering services as requested by the City during the 2024 calendar year, which expired December 31, 2024. The total cost for these services was not to exceed the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00).

City staff recommends that this Agreement continue through 2025, commencing retroactively from January 1, 2025 through December 31, 2025 for these services not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). The following resolution authorizes the retention of Hunt for these services and authorizes the Mayor to execute the Agreement.

Respectfully yours,

P. Michael Collins
City Manager

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's hiring of Hunt Engineers, Architects & Land Surveyors, P.C. (Hunt) to provide professional engineering services as requested by the City retroactively from January 1, 2025 through December 31, 2025, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize and approve the hiring of Hunt to provide professional engineering services for the aforesated period with the charges for said services not to exceed the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00); and be it further

RESOLVED, that the Mayor be and is hereby authorized to enter into an Agreement with Hunt; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

AGREEMENT FOR ENGINEERING SERVICES

PART I: PARTIES AND PROJECTS

The AGREEMENT made on this _____ day of _____, _____ by and between the City of Elmira and Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC., hereinafter referred to as Owner and Engineer respectively.

WITNESSETH THAT:

Whereas the Owner desires to retain the Engineer to perform certain consulting, survey, design, inspection and advisory services on behalf of the City of Elmira when required for projects as authorized by the Owner.

PART II: ENGINEERING CHARGES

2.1 The Engineer will furnish the Owner with engineering services as required for which the Owner shall compensate the Engineer as follows:

2.1.1	<u>Field Survey</u>	<u>Per Hour</u>
	Professional Land Surveyor	\$190.00
	Field Crew	Prevailing wage
2.1.2	<u>Mapping</u>	
	Senior Survey Party Chief	\$165.00
	CAD Operator	\$125.00
	Review by L.S.	\$190.00
2.1.3	<u>Design Engineering</u>	
	Principal	\$225.00
	Senior Design Engineer	\$190.00
	Design Engineer	\$150.00
	Junior Engineer	\$125.00
	Engineering Technician	\$105.00
	Technical Typist	\$75.00
2.1.4	<u>Construction Inspection</u>	
	Engineering Technician IV	\$165.00
	Engineering Technician III	\$125.00
	Engineering Technician II	\$105.00
	Engineering Technician I	\$90.00

2.1.5 Disbursements

Please refer to Reprographics Rates, Attachment A

PART III: PAYMENTS TO THE ENGINEERS

- 3.1 Payment shall be made in accordance with Part II of the Agreement. Owner will be invoiced monthly with payment due thirty (30) days after the date of the invoice.

PART IV: GENERAL PROVISIONS

4.1 Ownership of Documents

All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the Owner when paid for, pursuant to the Agreement.

4.2 Delegation of Duties

The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the Owner.

4.3 Termination

The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.

4.4 Governing Law

Engineer agrees to comply with all laws, rules, and regulations, relative to this project, that may be imposed upon by the Federal, State, or County applicable thereto and any rules and regulations thereof.

4.5 Extent of Agreement

This Agreement represents the entire and integrated Agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.

4.6 General

- 4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 4.6.2 In the event that any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 4.6.3 The Engineer has not been retained or compensated to provide design and construction review services relating to Contractor's safety precaution or to means, methods, techniques, sequences, or procedures required for the Contractor to perform work not related to the final or completed structure; omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
- 4.6.4 The Engineer intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 4.6.5 Any opinion of Construction Cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Engineer has no control over the cost of labor and material, or over the competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to Contractor bids for actual cost to the Owner.

PART V: SPECIAL PROVISIONS

5.1 Owner's Liability

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies available to the Owner and no liability on account thereof shall be incurred by the Owner beyond monies available for the purposes.

5.2 Insurance Indemnity

5.2.1 Engineer's Insurance

The Engineer agrees to procure and maintain, at his own expense, insurance of the kinds and in the amounts hereafter provided with insurance companies authorized to do business in New York

State, covering all operations under the Agreement, whether performed by it or by subcontractors. Before commencing the work, Engineer shall furnish the Owner a certificate, or certificates, in a form satisfactory to the Owner showing that it has complied with this schedule, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Owner. The kinds and amounts of insurance required as follows:

- a. Policy or policies covering the obligations of Engineers in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law, including the State of New York, Chapter 41, Laws of 1914, as amended, known as Worker's Compensation Law and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as Disability Benefits, law, and this Agreement shall be void and of no effect unless Engineer procures such policy or policies and maintains the same in force during the term of this Agreement.
- b. Policies of bodily injury liability and property damage liability insurance, each with single limits of liability of one million dollars per occurrence for all damages arising out of bodily injury, including death at any time resulting therefore, sustained by two or more persons in any one accident, and not less than one million dollars for all damages arising out of injury to, or destruction of, property during the policy period.
- c. Liability insurance issued to and covering the liability of Engineer with respect to all work performed by him under this Agreement.
- d. Liability insurance issued to and covering the liability of each of the Engineer's subcontractors with respect to all work performed by said subcontractors under this Agreement.
- e. Owner shall be named as additional insured on the policies under subparagraphs b., c., and d.

The Engineer shall be responsible for all damage to life and property due to activities of the Engineer, his subcontractors, agents, or employees in connection with his services under this Agreement.

5.2.2 Professional Liability Insurance

The Engineer shall procure professional liability insurance for services to be performed pursuant to this contract against the malpractice of errors and omissions of Engineer in the amount of \$1,000,000 (One Million Dollars). Engineer shall provide Owner with a certificate of insurance from an insurance carrier authorized to do business in New York State evidencing that an insurance policy of the aforesaid type is in force. Said certificate shall contain a ten (10) day

cancellation, assignment or change of afore described insurance policy, Engineer shall also notify Owner of said cancellation, amendment or change.

5.3 Relationship and Status

5.3.1 Engineer's Relationship - The relationship of the Engineer to the Owner shall be that of an independent Contractor.

5.3.2 Engineer's Status - The Engineer in accordance with his status as an independent Contractor covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the City of Elmira by any reason thereof, and, that he will not by reason thereof, make any claims, demands or application or for any right or privilege applicable to an officer or employee for the City of Elmira, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credits.

5.4 Municipal Law

The Engineer agrees that Section 103A and 103B of the General Municipal Law relative to installation of a contract by municipal corporation to testify and disqualification to contract with municipal corporations are made part hereof as though herein fully set forth.

5.5 Term

The Term of this Agreement shall be for a period of one year beginning on the 1st day of January 2025 and terminating on the 31st day of December 2025.

5.6 Compensation

The charges for engineering services will be on an hourly basis as outlined in Part II of this Agreement shall not exceed the sum of Twelve Thousand Five Hundred Dollar (\$12,500).

Agreement for Engineering Services

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement the day and year first above written.

Hunt Engineers, Architects, Land Surveyors
& Landscape Architect, DPC.
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845

City of Elmira
317 E Church St
Elmira, NY 14901



Signature

Signature

Christopher I. Bond, PE
Name Printed

Daniel J. Manell, Jr.
Name Printed

President/CEO
Title

Mayor
Title

Resolution Number

Tax Exempt Reprographic Fees

Small Format Services

Black & White Copies

	<u>8½ x 11</u>	<u>11 x 17</u>
Tier 1: 0 - 5,000	\$0.060	\$0.120
Tier 2: 5,001 - 25,000	\$0.050	\$0.100
Tier 3: 25,001 - 50,000	\$0.045	\$0.090
Tier 4: 50,001 - 100,000	\$0.040	\$0.080
Tier 5: 100,000 +	\$0.035	\$0.070

Color Copies

	<u>8½ x 11</u>	<u>11 x 17</u>
Tier 1: 1 - 5000	\$0.39	\$0.78
Tier 2: 5001 - 25,000	\$0.37	\$0.74
Tier 3: 25,001 - 50,000	\$0.35	\$0.70
Tier 4: 50,001 - 100,000	\$0.33	\$0.66
Tier 5: Over 100,000	\$0.31	\$0.62

Specification Book/Report Binding (includes cardstock covers)

<i>B&W 8½ x 11 copies on bond</i>	<u>8½ x 11</u>	<u>11 x 17</u>
Tier 1: 0 - 5,000	\$0.060	\$0.120
Tier 2: 5,001 - 25,000	\$0.050	\$0.100
Tier 3: 25,001 - 50,000	\$0.045	\$0.090
Tier 4: 50,001 - 100,000	\$0.040	\$0.080
Tier 5: 100,000 +	\$0.035	\$0.070

Acco Binders/Screw Posts

	<i>per book/report</i>
Up to 75 Sheets (¾")	\$1.150
76 - 170 Sheets (¾")	\$1.725
171 - 275 Sheets (1¼")	\$2.300
276 - 425 Sheets (2")	\$2.875

GBC/Comb Binders

	<i>per book/report</i>
Up to 75 Sheets (¾")	\$1.725
76 - 170 Sheets (¾")	\$2.300
171 - 275 Sheets (1¼")	\$2.875
276 - 425 Sheets (2")	\$3.450

Tape/Perfect Binders

	<i>per book/report</i>
Up to 75 Sheets (¾")	\$2.013
76 - 170 Sheets (¾")	\$2.588
171 - 275 Sheets (1¼")	\$3.450
276 - 425 Sheets (2")	\$4.025

Additional Services

Copies on Colored Paper	\$0.01 in addition to printing	Tabs with typesetting	\$1.00 each
3-Hole Punching	\$0.01 in addition to printing	Tabs, preprinted	\$0.50 each
Copies on Card Stock	\$0.11 in addition to printing	Delivery	\$5.00 per package
Pocket Inserts	\$1.00 each	Distribution, Tracking & Handling	\$25.00 per plan holder
Staple Binding	\$0.02 each	Fax Service (one pg)	\$4.25 for first page
Folding, small format	\$0.02 per fold	Fax Service (add. pgs)	\$0.25 each additional page
Mylar Spec/Report Covers	\$0.50 each	Online Bid Portal	\$200 maintenance fee

Tax Exempt Reprographic Fees

Large Format Services

<u>B&W Plots on Bond Paper</u>	<u>per square foot</u>
Tier 1: 0 - 5,000 SF	\$0.31
Tier 2: 5,001 - 7,500 SF	\$0.26
Tier 3: 7,501 - 15,000 SF	\$0.18
Tier 4: 15,001 - 25,000 SF	\$0.12
Tier 5: 25,001 - 50,000 SF	\$0.10
Tier 6: 50,001 - 150,000 SF	\$0.09
Tier 7: 150,000+ SF	\$0.06

<u>Color</u>	<u>per square foot</u>
Line Drawings on Bond Paper	\$0.99
Line Drawings on Photo Paper	\$1.99
Full Color Plots on Bond Paper	\$3.50
Full Color Plots on Photo Paper	\$4.50

<u>Digital Print Services</u>	<u>per square foot</u>
Prints on Mylar	\$1.50

<u>Mounting and Laminating *</u>	<u>per square foot</u>
Lamination, addition to printing	\$1.75
Mounted to Foam Core, addition to printing	\$4.00

**there are a wide variety of substrates available, costs vary with substrate chosen.*

Other Services

Folding, per square foot	\$0.03
CD Burning	\$5.00
PDF file Conversion	\$0.65
File Indexing	\$0.25
3-Hole Drilling, per sheet	\$0.03
Screw-Post Binding of large format drawings	\$3.00

Raster Scan

<u>Black & White</u>	<u>per scan</u>
8½ x 11	\$0.35
11 x 17	\$0.50
Large format (per SF)	\$0.25

<u>Color</u>	
8½ x 11	\$0.78
11 x 17	\$1.00
Large format (per SF)	\$0.50

Agenda Summary:

Receive communication from the City Manager and act on resolution approving the Budgetary Proposal submitted by Granicus software subscription for computer program "PEAK" utilized in the creation and tracking of Council agendas for the performance period of February 3, 2025 through February 2, 2026 in the amount of \$7,714.02, a copy of which is attached hereto and incorporating the terms and conditions set forth in the February 3, 2021 Agreement.

Resolution Number:

2025-31

Sponsor:

Gary Brinn

ATTACHMENTS

[Resolution Granicus-Peak and budgetary proposal.pdf](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2020-305, effective February 3, 2021 Granicus provided a new, updated software program known as “PEAK”, which is utilized in the creation and tracking of Council agenda. The software subscription renews annually. Granicus has submitted a Budgetary Proposal for the City dated October 30, 2024, a copy of which is attached hereto, for the performance period of February 3, 2025 through February 2, 2026 in the amount of \$7,714.02, which also incorporates by reference the terms and conditions set forth in the February 3, 2021 Agreement.

The following resolution accepts the proposal and authorizes payment of any Granicus invoice for the above-referenced performance period.

Respectfully yours,

P. Michael Collins
City Manager

January 27, 2025

**RESOLUTION
NO. 2025 - 31**

By Councilmember Brinn:

RESOLVED, that the communication from the City Manager regarding the Budgetary Proposal for the City submitted by Granicus to renew the City's software subscription for the computer program known as "Peak" to be used in the creation and tracking of Council agendas, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby authorize and approve the Budgetary Proposal submitted by Granicus for the performance period of February 3, 2025 through February 2, 2026 in the amount of \$7,714.02, a copy of which is attached hereto, incorporating by reference the terms and conditions set forth in the February 3, 2021 Agreement.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



THIS IS NOT AN INVOICE

Order Form
Prepared for
Elmira NY

Granicus Budgetary Proposal for Elmira NY

ORDER DETAILS

Prepared By: Madelyn Bedard
Phone:
Email: madelyn.bedard@granicus.com
Order #: Q-380963
Prepared On: 30 Oct 2024
Expires On: 02 Feb 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 02 Feb 2025
Period of Performance: 03 Feb 2025 - 02 Feb 2026



Order Form
Elmira NY

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$7,714.02
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$7,714.02



Order Form
Elmira NY

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-380963 dated 30 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Elmira NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 03 Feb 2021 are incorporated herein by reference.

Elmira City Council

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing a material modification of the City's Health Reimbursement Account and amendment to the account reflecting new coverages and authorizing the Mayor to execute the modification and amendment, a copy of which is attached hereto.
Resolution Number:	2025-32
Sponsor:	Joseph Duffy

ATTACHMENTS

[resolution lifetime benefit service modification amendment to agreement 1.27.2025.docx](#)
[Lifetime Benefit Solutions modification and amendment to plan HRA 1.2025.pdf](#)

January 27, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Since 2020, Lifetime Benefit Solutions (Lifetime) has administered the City's Health Reimbursement Account. With the 2025 change in health insurance for City employees covered under the City's medical insurance, it is necessary to modify the covered expense limits administered by Lifetime.

The following resolution amends the covered expense limit for a participant as follows: If a participant has self-only Group Health Coverage, the covered expense limit for a plan year shall not exceed \$2,000.00; for a participant with plus Group Health Coverage, the covered expense limit for a plan year shall not exceed \$4,000.00; for a participant with family Group Health Coverage, the covered expense limit for the plan year shall not exceed \$6,000.00.

The following resolution authorizes the modification and amends the City's Health Reimbursement Account to the expenses set forth above and authorizes the Mayor to execute the modification document.

Respectfully yours,

P. Michael Collins
City Manager

January 27, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding a modification to the City of Elmira's Health Reimbursement Account by Lifetime Benefit Solutions, be received and placed on file, and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby authorize a material modification of the City's Health Reimbursement Account and amendment to the account reflecting the new coverages; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the modification and amendment to the City's Health Reimbursement Account.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

January 13, 2025

Michael Collins
CITY OF ELMIRA
317 E. Church Street
Elmira, New York 14901

Re: Summary of Material Modification and Amendment to the Plan Document for
City of Elmira Health Reimbursement Account (Actives)

Dear Michael:

Attached is the Summary of Material Modification (SMM) changing the Covered Expense Limits for the Health Reimbursement Account. Place the SMM with the current Summary Plan Description.

The Summary of Material Modification must be distributed to your eligible employees within 210 days of the effective date of the SMM.

Also attached is the Amendment to the Plan Document changing the Covered Expense Limits for the Health Reimbursement Account. Place the Amendment with the current Plan Document.

If you have any questions, please email me.

Sincerely,

Susan FitzPatrick

Susan FitzPatrick
Welfare Benefit Group Supervisor
Susan.FitzPatrick@lifetimebenefitsolutions.com

**SUMMARY OF MATERIAL MODIFICATION
CITY OF ELMIRA
HEALTH REIMBURSEMENT ACCOUNT
SUMMARY PLAN DESCRIPTION**

This Summary of Material Modification describes a change to the Summary Plan Description for the City of Elmira Health Reimbursement Account (the “Plan”). The change reflects a Plan amendment which changes the Covered Expense Limit for a participant. This change is effective for Plan Years beginning on or after January 1, 2025. After reading this Summary of Material Modification, you should attach it to your copy of the Summary Plan Description.

Summary of Material Modifications

Attachment A (Covered Expense Limits) to the Summary Plan Description is revised, effective January 1, 2025 to read as follows:

**ATTACHMENT A
COVERED EXPENSE LIMITS**

If a Participant has self-only Group Health Coverage, Covered Expenses for a Plan Year shall not exceed \$2,000.00.

If a Participant has employee plus one Group Health Coverage, Covered Expenses for a Plan Year shall not exceed \$4,000.00.

If a Participant has family Group Health Coverage, Covered Expenses for a Plan Year shall not exceed \$6,000.00.

However, the Account Limits set forth above shall be prorated (reduced) for a person who is not a Participant at the beginning of the Plan Year (i.e., multiplied by a fraction, the numerator of which is the number of full months during the period beginning with the month he becomes a Participant and ending with the last month of that Plan Year, and the denominator of which is the number of full months in the entire Plan Year).

There are no changes to the remainder of the Summary Plan Description.

**AMENDMENT
TO THE
CITY OF ELMIRA
HEALTH REIMBURSEMENT ACCOUNT**

Attachment A (Covered Expense Limits) to the City of Elmira Health Reimbursement Account is amended, as set forth below, effective January 1, 2025.

**ATTACHMENT A
COVERED EXPENSE LIMITS**

If a Participant has self-only Group Health Coverage, Covered Expenses for a Plan Year shall not exceed \$2,000.00.

If a Participant has employee plus one Group Health Coverage, Covered Expenses for a Plan Year shall not exceed \$4,000.00.

If a Participant has family Group Health Coverage, Covered Expenses for a Plan Year shall not exceed \$6,000.00.

However, the Account Limits set forth above shall be prorated (reduced) for a person who is not a Participant at the beginning of the Plan Year (i.e., multiplied by a fraction, the numerator of which is the number of full months during the period beginning with the month he becomes a Participant and ending with the last month of that Plan Year, and the denominator of which is the number of full months in the entire Plan Year).

All terms in this Amendment shall be interpreted in a manner consistent with the manner such terms in other Plan provisions are interpreted. Except as amended by this document, all terms and provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this _____ day of _____, 20____.

CITY OF ELMIRA

By: _____

Title: _____

City of Elmira Health Reimbursement Account

Agenda Summary: Act on resolution approving a new Sales Tax Agreement between the City and Chemung County commencing retroactive to January 1, 2025 and expiring December 31, 2026, which Agreement is attached hereto and made a part hereof, and authorizing the Mayor to execute the Agreement; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2025-33

Sponsor: Mayor Mandell

ATTACHMENTS

[Resolution 2025-2026 sales tax agreement with County and proposed agreement.pdf](#)

January 27, 2025

**AMENDED
RESOLUTION
NO. 2025 - 33**

By Mayor Mandell:

WHEREAS, the current Sales Tax Agreement between the City of Elmira and County of Chemung expired on December 31, 2024; and

WHEREAS, the City and the County entered into a Sales Tax Distribution Agreement dated November 3, 1999; and

WHEREAS, the County has presented to the City a proposed new Sales Tax Agreement commencing January 1, 2025 through December 31, 2026; and

WHEREAS, the formula for the allocation of the 2025 and 2026 sales tax between the County and City is unchanged from the 2024 allocation; and

WHEREAS, New York Tax Law authorizes the City to decline to enter into a sales tax allocation agreement with the County and further authorizes the City to levee a City sales tax on sales revenue generated within the City; and

WHEREAS, the City Council finds that it is not in the City's financial best interest to levee a City sales tax in lieu of entering into an agreement with the County, leaving the City in no viable position other than to approve the Sales Tax Agreement proposed by the County;

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira, New York, does hereby approve the proposed 2025 and 2026 Sales Tax Agreement with the County, which Agreement is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Sales Tax Agreement; said Agreement subject to Corporation Counsel approval..

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

SALES TAX AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202~~6~~, between

COUNTY OF CHEMUNG, with its principal place of business at 203 Lake Street,
Elmira, New York (hereinafter "COUNTY")

and

CITY OF ELMIRA, with its principal place of business at 317 East Church Street,
Elmira, New York (hereinafter "CITY");

WITNESSETH:

WHEREAS, Chapters 93 and 94 of the Laws of 1965 authorized both the COUNTY and the CITY to impose certain taxes on retail sales and other similar transactions and compensating use taxes as herein specified, to be administered by the State Tax Commission, and provide certain priorities and preemptive rights for each of the parties, and pursuant to Tax Law Section 1105, New York State receives an exclusive four percent (4%) tax on taxable sales, and pursuant to Tax Law Sections 1210(27) and 1224(u), the COUNTY receives an exclusive one percent (1%) tax on taxable sales; and

WHEREAS the law provides that the CITY and the COUNTY each are authorized to impose up to three percent (3%) local tax on taxable sales; and

WHEREAS, if the CITY does not pre-empt and impose its own 3 percent tax on sales tax collections within the City, the CITY is permitted to share in County receipts in accordance with an Agreement with the COUNTY, or (in the absence of an agreement) pursuant to the formula set forth in Tax Law Section 1262; and

WHEREAS, pursuant to Tax Law Section 1262, the COUNTY is authorized to determine what portion of its three percent (3%) County sales tax collections (hereinafter "total collections") are not needed for County purposes, which moneys are allocated to the COUNTY, CITY, towns and villages in accordance with Tax Law Section 1262; and

WHEREAS, the COUNTY is desirous of allocating a certain portion of the 3% "total collections" to the CITY and towns and villages, and has approved an agreement allocating such monies in certain percentages to the CITY; and

WHEREAS, the COUNTY and the CITY had entered into a Sales Tax Distribution Agreement since 1999; and

WHEREAS, the governing bodies of the COUNTY and CITY are now desirous of entering into a new sales tax distribution agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. During the term of this Agreement, the COUNTY shall continue to impose all of the taxes described in Article 28 of the Tax Law of the State of New York, pursuant to the provisions of Section 1210(a) of said law, at a rate of three percent (3%) and shall not set aside any part thereof for County purposes or educational purposes, except as herein otherwise provided.
2. During the term of this agreement, the CITY shall refrain from imposing any of said taxes above specified in Item #1, effective January 1, 2025.
3. This agreement shall continue for a term of Two (2) years, commencing January 1, 2025 through December 31, 2026.
4. This agreement may be renewed upon terms as agreed to by the parties, provided, however, that any such renewal terms shall be for a period after December 31, 2026. The COUNTY acknowledges and agrees that if no renewal occurs, the CITY shall then have the right to exercise its right of preemption and in such event, the COUNTY hereby agrees to waive any and all notice requirements pertaining to the CITY'S exercise of its right of preemption.
5. The 3% total collections of said tax imposed, collected and received by the COUNTY shall be allocated and disposed of as follows (chart demonstrating annual allocation using constant projected annual receipts for illustrative purposes attached as "Schedule A").

A. In each of the following years, the following percentage of such total collections shall be set aside for County purposes ("County Rate") and shall be available for any legitimate County purpose:

	"County Rate"	"City Rate"	"Town Rate"
2025:	65.45%	34.55%	34.55%
2026:	65.45%	34.55%	34.55%

In each of the following years, the following percentages of total collections shall be allocated to the City and towns, with the City and towns receiving their share of such collections

- a. Year 2025 and 2026: the percentages of total collections shall be allocated to the City and towns, with the City and towns receiving their share of such collections based at the respective percentages ("City Rate" or "Town Rate"), in proportion to the City's share (city population percentage) or Towns share (town population percentage) of the total County population as determined by the 2020 census finalized by the U.S. Census Bureau

For illustrative purposes, the 3% total collection allocation described above shall be distributed in accordance with the following formula for each year:

Year 2025 and 2026: For City: Total collections x (___% [City population percentage]) x City Rate (Year) Towns: Total collections x (___% [Town population percentage]) x Town Rate (Year). For Town's: Total collections x (city population % determined by 2020 census) [City population percentage]) x City Rate (Year) Towns: Total collections x (Town population % determined by 2020 census [Town population percentage]) x Town Rate (Year)

B. Any village situated in said County within a town shall be paid that amount proportionate to its share of the total full value of taxable real property in the Town (from the town's share) as of the 2022 Assessment data and shall remain as such under the term of this agreement.

C. The amounts to be paid under paragraphs (B) and (C) above shall be paid by the COUNTY to the respective municipalities located within said COUNTY within thirty (30) days after receiving the same from the State Comptroller.

6. This agreement is subject to the approval of the State Comptroller of the State of New York.

7. The COUNTY represents and acknowledges to the CITY that the COUNTY is taking into account in the course of preparing and adopting its budget for the year 2025 and 2026, the possibility that the COUNTY and CITY might enter into an agreement pertaining to the distribution of sales and compensating use tax revenues and providing for the direct cash payments of a portion of such revenues to the CITY in lieu of applying such payments to a reduction of COUNTY taxes levied upon real property in the CITY. By reason thereof, the COUNTY waives any legal notice requirements pertaining to the method of distribution and payment to the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.

Date:

Res #:

COUNTY OF CHEMUNG

By _____
Christopher J. Moss
County Executive

Date:

Res #:

CITY OF ELMIRA

By _____
Daniel J. Mandell, Jr.
City Mayor

STATE OF NEW YORK)

) ss.

COUNTY OF CHEMUNG)

On this ____ day of _____, 2024, before me personally came Christopher J. Moss, to me personally known, who being by me duly sworn, did depose and say that he resides in Elmira, New York; that he is the County Executive of the County of Chemung, the municipal corporation described in and which executed the within agreement; that he knows the seal of said corporation; that the seal was so affixed by authorization of the Chemung County Legislature; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)

) ss.

COUNTY OF CHEMUNG)

On this ____ day of _____ 2024, before me personally came DANIEL J. MANDELL, JR., to me personal known, who being by me duly sworn, did depose and say that he resides in Elmira, New York; that he is the Mayor of the City of Elmira, the municipal corporation described in and which executed the within agreement; that he knows the seal of said corporation; that the seal was so affixed by authorization of the Common Council; and that he signed his name thereto by like order.

Notary Public

EXHIBIT "A"

Allocation Formula

2025-2026 Allocation Formula

Year	County Rate	Blended Municipal Rate	
2025	65.45%	34.55%	
		City Rate	Town Rate
		34.55%	34.55%

Year	County Rate	Blended Municipal Rate	
2026	65.45%	34.55%	
		City Rate	Town Rate
		34.55%	34.55%

Agenda Summary: Act on Lead Hazard Reduction Grant Program Audit.

Resolution Number: 2025-34

Sponsor: Jackie Wilson

ATTACHMENTS

[01-27-2025 audit \(LEAD\).doc](#)

January 27, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2025-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$73,825.11** are hereby audited for payment for the LEAD Hazard Reduction Grant, January 27, 2025.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	\$ 4,000.00
Payroll Expenses	ADP	invoice # 679526595	\$ 18.40
LEAD Clearance	Eco-Testing	invoice #1986, 1993, 1997, 1987, 1991	\$ 6,805.46
LEAD Grant	Hughes Structures	See attachment for additional information	\$ 10,000.00
Telephone	City Chamberlain	2024-96	\$ 31.25
Office Supplies	Community Development Software	2066	\$ 300.00
Recording Fees	Chemung County Clerk	See attachment for additional information	\$ 150.00
LEAD Grant	Griffin Construction	See attachment for additional information	\$ 52,520.00
		TOTAL	\$ 73,825.11

Elmira City Council

Agenda Summary: Act on Community Development Block Grant Program Audit.

Resolution Number: 2025-35

Sponsor: Corey Cooke

ATTACHMENTS

[01-27-2025 audit \(CDBG;HOME\).docx](#)

January 27, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2025-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$59,045.54** they are hereby audited for payment for the Community Development Block Grant, January 27, 2025.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll (Rehab and Admin)	Payroll	Payroll not to exceed	\$19,000.00
Payroll (Rehab and Admin)	ADP	invoice # 679526595	\$55.20
Office Supplies	City Chamberlain	Adams tax 1099-NEC filings	\$55.07
Recording Fee	Chemung County Clerk	see attachment for additional information	\$50.50
Health Insurance	City Chamberlain	invoice #2025-01	\$5,687.47
Telephone	City Chamberlain	invoice # 2024-97	\$31.25
Postage	City Chamberlain	invoice # 2024-95	\$29.21
Office Supplies	Community Development Software LLC	invoice #2066	\$300.00
Habitat for Humanity	Habitat for Humanity	Reimbursement for Repairs	\$3,000.00
TBRA and Supportive Services	Economic Opportunity Program	Reimbursement for program expenses	\$30,836.84
		TOTAL	\$59,045.54

Elmira City Council

Agenda Summary: Act on Audit.

Resolution Number: 2025-36

Sponsor: Nan Moss

ATTACHMENTS

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: January 27th, 2025

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

I hereby present to you for examination and audit the following lists. These lists and the supporting vouchers and payrolls have been examined by the departments concerned and have been certified by them to me. An examination of these claims has been made by the Chamberlain's office for the purpose of ascertaining that the prerequisites to the audit have been complied with.

CURRENT BUDGET FUNDS:	\$1,147,086.01
CAPITAL FUNDS:	\$177,900.97
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$1,324,986.98
-----------------------------------	----------------

OTHER PAYMENTS:

PAYROLLS W/E January 26th, 2025	\$850,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$83,203.61
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$933,203.61
-----------------------	--------------

GRAND TOTAL PAYMENTS:	\$2,258,190.59
-----------------------	----------------

RESOLUTION NO. 2025-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of \$2,258,190.59
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES-----	-----NAYS
_____ COUNCILMEMBER MOSS	_____
_____ COUNCILMEMBER WILSON	_____
_____ COUNCILMEMBER COOKE	_____
_____ COUNCILMEMBER BRINN	_____
_____ COUNCILMEMBER GRASSO	_____
_____ COUNCILMEMBER DUFFY	_____
_____ MAYOR MANDELL	_____

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 01/27/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	01/27/2025	206459	Accounts Payable	ADP		3,535.42
	Invoice		Date	Description	Check Sort Code	Amount
		679526420	01/14/2025	CLIENT NUMBER 262059		1,541.50
		679527833	01/14/2025	CLIENT NUMBER 262059		1,993.92
Check	01/27/2025	206460	Accounts Payable	AIRGAS EAST		130.02
	Invoice		Date	Description	Check Sort Code	Amount
		5513067779	01/14/2025	OXYGEN		130.02
Check	01/27/2025	206461	Accounts Payable	AMERICAN ROCK SALT		21,157.40
	Invoice		Date	Description	Check Sort Code	Amount
		772087	12/12/2024	ROAD SALT		3,535.49
		772819	12/16/2024	ROAD SALT		7,043.21
		773545	12/18/2024	ROAD SALT		7,058.05
		773889	12/19/2024	ROAD SALT		3,520.65
Check	01/27/2025	206462	Accounts Payable	ASCAP		445.00
	Invoice		Date	Description	Check Sort Code	Amount
		2025	01/16/2025	ACCT#500828985		445.00
Check	01/27/2025	206463	Accounts Payable	AT&T		181.55
	Invoice		Date	Description	Check Sort Code	Amount
		1180757892	01/16/2025	ACCT#1000-810-0850		181.55
Check	01/27/2025	206464	Accounts Payable	AUSTIN EXCAVATING & PAVING INC		2,207.80
	Invoice		Date	Description	Check Sort Code	Amount
		17710	12/13/2024	Gravel Sand Stone		2,207.80
Check	01/27/2025	206465	Accounts Payable	Auto Zone		152.94
	Invoice		Date	Description	Check Sort Code	Amount
		2950101544	12/09/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		152.94
Check	01/27/2025	206466	Accounts Payable	BRIAN ELLIS		1,515.62
	Invoice		Date	Description	Check Sort Code	Amount
		10/24 - 12/24	01/14/2025	INSURANCE REIMBURSEMENT		1,515.62
Check	01/27/2025	206467	Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		762.50
	Invoice		Date	Description	Check Sort Code	Amount
		4654	01/14/2025	MURPHY/CAMILI V. ELMIRA		93.00
		4655	01/14/2025	NICKENS V. ELMIRA		294.50
		4656	01/14/2025	ALVERNAZ V. ELMIRA		100.00
		4657	01/14/2025	GOOLSBY V. ELMIRA		50.00
		4658	01/14/2025	MAHOOD V. ELMIRA		225.00
Check	01/27/2025	206468	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.		48.97
	Invoice		Date	Description	Check Sort Code	Amount
		384504, 384366	01/07/2025	SUPPLIES		48.97
Check	01/27/2025	206469	Accounts Payable	CHAMPION FASTENERS		1,656.70
	Invoice		Date	Description	Check Sort Code	Amount
		101465	12/30/2024	CLOTHING/UNIFORMS		1,502.00
		101348	12/18/2024	CLOTHING/UNIFORMS		154.70

Check	01/27/2025	206470	Accounts Payable	CHEMUNG COUNTY CHAMBER OF COMMERCE	453.20
	Invoice	Date	Description	Check Sort Code	Amount
	54634	01/16/2025	2025 ANNUAL MEMBERSHIP		453.20
Check	01/27/2025	206471	Accounts Payable	CHEMUNG COUNTY CLERK	10.00
	Invoice	Date	Description	Check Sort Code	Amount
	FILING FEE.	01/14/2025	ELMIRA V. LAURENTIU, MARIN		10.00
Check	01/27/2025	206472	Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT	412,278.75
	Invoice	Date	Description	Check Sort Code	Amount
	DECEMBER 2024	01/14/2025	DEC 2024		412,278.75
Check	01/27/2025	206473	Accounts Payable	CHEMUNG COUNTY TRANSFER	18,989.48
	Invoice	Date	Description	Check Sort Code	Amount
	140936, 140956	01/01/2025	DUMPING FEES		16,479.84
	140940	01/01/2025	DUMP FEES		944.64
	140939	01/14/2025	CUST#TI-00038 1		1,565.00
Check	01/27/2025	206474	Accounts Payable	CHEMUNG COUNTY TREASURER	32,192.65
	Invoice	Date	Description	Check Sort Code	Amount
	1/10/25	01/16/2025	INTER-MUNICIPAL - STORMWATER		27,672.23
	2025-TAXES	01/16/2025	COUNTY & TOWN		4,520.42
Check	01/27/2025	206475	Accounts Payable	CHEMUNG COUNTY TREASURER	16.46
	Invoice	Date	Description	Check Sort Code	Amount
	2025 TAXES	01/16/2025	TM#89.19-3-24.2		16.46
Check	01/27/2025	206476	Accounts Payable	CIVICPLUS, LLC	5,393.60
	Invoice	Date	Description	Check Sort Code	Amount
	328056	01/16/2025	60 MONTH CENTRAL RENEWAL		5,393.60
Check	01/27/2025	206477	Accounts Payable	COLDIRON FUEL INC.	103.22
	Invoice	Date	Description	Check Sort Code	Amount
	1010399	11/12/2024	Fuel		31.76
	1010981	11/18/2024	Fuel		31.76
	1013892	12/18/2024	Fuel		39.70
Check	01/27/2025	206478	Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	19,236.61
	Invoice	Date	Description	Check Sort Code	Amount
	69733312801	01/14/2025	CUST#2530739-41493		19,236.61
Check	01/27/2025	206479	Accounts Payable	CORNELL UNIVERSITY HOSPITAL FOR ANIMALS	553.69
	Invoice	Date	Description	Check Sort Code	Amount
	1971654/1971658+	01/14/2025	1963893/1966502/1962306/1962308 (ADDT'L INVOICES)		553.69
Check	01/27/2025	206480	Accounts Payable	COVETRUS	916.18
	Invoice	Date	Description	Check Sort Code	Amount
	CH27565	01/14/2025	ORDER#GBX8432		705.03
	CL21682	01/14/2025	ORDER#GCU8868		136.62
	CY26694	01/14/2025	ORDER#GFK9839		67.07
	CY27260	01/14/2025	ORDER#GFK9839		7.46
Check	01/27/2025	206481	Accounts Payable	CPE COMMUNICATIONS	360.00
	Invoice	Date	Description	Check Sort Code	Amount
	25-0017	01/16/2025	MONITORING AT ACADEMY (CENTER ST)		360.00
Check	01/27/2025	206482	Accounts Payable	CSEA EMPLOYEE BENEFIT FUND	7,594.08
	Invoice	Date	Description	Check Sort Code	Amount
	JANUARY 2025	01/16/2025	VISION PLATINUM		7,594.08
Check	01/27/2025	206483	Accounts Payable	CULLIGAN	104.75
	Invoice	Date	Description	Check Sort Code	Amount

			272X34066508	12/31/2024	WATER AND COOLER RENTAL		49.75
			272X34088106	01/16/2025	ACCT#272-00120527-2		55.00
Check	01/27/2025	206484	Accounts Payable	CURA			56.34
	Invoice		Date	Description	Check Sort Code		Amount
			260-H0144-428-I	01/14/2025	PRISONER MEALS		56.34
Check	01/27/2025	206485	Accounts Payable	CURREN HARDWARE & FEED			36.08
	Invoice		Date	Description	Check Sort Code		Amount
			12656, 12561	01/09/2025	SUPPLIES		29.09
			12303	01/16/2025	CURREN (STS) Blanket PO		6.99
Check	01/27/2025	206486	Accounts Payable	DAVE'S TOWING			75.00
	Invoice		Date	Description	Check Sort Code		Amount
			61122	01/14/2025	DEC 2024		75.00
Check	01/27/2025	206487	Accounts Payable	DEPARTMENT OF COMMUNITY DEV			450.00
	Invoice		Date	Description	Check Sort Code		Amount
			NHPC25	01/14/2025	REGISTRATION REFUND		450.00
Check	01/27/2025	206488	Accounts Payable	EMPIRE ACCESS			859.98
	Invoice		Date	Description	Check Sort Code		Amount
			11505995	01/14/2025	ACCT#00089371-4		859.98
Check	01/27/2025	206489	Accounts Payable	FAGAN ENGINEERS			714.25
	Invoice		Date	Description	Check Sort Code		Amount
			37853	10/26/2024	SURVEY MTGC ROOF		714.25
Check	01/27/2025	206490	Accounts Payable	FERRARIO FORD LINCOLN MERCURY			865.65
	Invoice		Date	Description	Check Sort Code		Amount
			71014	12/16/2024	Automotive Parts		865.65
Check	01/27/2025	206491	Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC			268.00
	Invoice		Date	Description	Check Sort Code		Amount
			50306	01/01/2025	ANNUAL CELLULAR SERVICE		268.00
Check	01/27/2025	206492	Accounts Payable	FIX RITE SERVICE			90.00
	Invoice		Date	Description	Check Sort Code		Amount
			51199	01/14/2025	SERVICE CALL		90.00
Check	01/27/2025	206493	Accounts Payable	Gannett New York- New Jersey LocaliQ			690.50
	Invoice		Date	Description	Check Sort Code		Amount
			0006847521	01/14/2025	ACCOUNT#1123578		690.50
Check	01/27/2025	206494	Accounts Payable	GARY'S BODY SHOP			585.00
	Invoice		Date	Description	Check Sort Code		Amount
			9 TOWS	01/14/2025	TOWING - 4TH QUARTER		585.00
Check	01/27/2025	206495	Accounts Payable	HETRICK GLASS SHOP			172.00
	Invoice		Date	Description	Check Sort Code		Amount
			51694	01/03/2025	GLASS		172.00
Check	01/27/2025	206496	Accounts Payable	HIGHER INFORMATION GROUP			40.00
	Invoice		Date	Description	Check Sort Code		Amount
			480536 #2	01/14/2025	REMAINDER		40.00
Check	01/27/2025	206497	Accounts Payable	I. D. BOOTH, INC.			656.25
	Invoice		Date	Description	Check Sort Code		Amount
			105096+	01/08/2025	ELECTRICAL SUPPLIES		656.25
Check	01/27/2025	206498	Accounts Payable	IPS GROUP, INC			19,835.97
	Invoice		Date	Description	Check Sort Code		Amount
			101710	09/30/2024	Traffic Meter Parts		17,379.20
			102641	10/11/2024	Traffic Meter Parts		1,407.00
			104960	12/09/2024	Traffic Meter Parts		980.00
			105657	12/31/2024	Traffic Meter Parts		3,297.93

	Credit for Over	01/15/2025	Overpayment		(3,228.16)
Check	01/27/2025	206499	Accounts Payable	JOHN'S EQUIPMENT RENTAL	53.94
	Invoice	Date	Description	Check Sort Code	Amount
	75223	01/16/2025	JOHN'S EQUIP RENTAL Blanket PO		53.94
Check	01/27/2025	206500	Accounts Payable	JOSEPH HEVERLY	31.00
	Invoice	Date	Description	Check Sort Code	Amount
	CK #205008	01/14/2025	REPLACEMENT FOR EMT REIMBURSEMENT CK		31.00
Check	01/27/2025	206501	Accounts Payable	Locality Media, Inc. DBA First Due	1,080.00
	Invoice	Date	Description	Check Sort Code	Amount
	3530	01/16/2025	SUBSCRIPTION 12/31/24 - 1/30/26		1,080.00
Check	01/27/2025	206502	Accounts Payable	MARC IMMERMANN, M.D.	4,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2025	01/16/2025	2025 MEDICAL DIRECTOR SERVICES		4,000.00
Check	01/27/2025	206503	Accounts Payable	MATTHEW BENDER & CO.	1,475.76
	Invoice	Date	Description	Check Sort Code	Amount
	43706169	01/14/2025	NY CPLR REDBOOK		218.40
	44281250	01/14/2025	3000022585		1,257.36
Check	01/27/2025	206504	Accounts Payable	MCDONALD EXCAVATING, INC.	35,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	58564	12/11/2024	GRINDING OF COMPOST SITE		35,000.00
Check	01/27/2025	206505	Accounts Payable	MONROE TRACTOR	3,352.65
	Invoice	Date	Description	Check Sort Code	Amount
	P69893	12/27/2024	UNIT 313 RADITOR/COOLER/OIL UNIT DOWN UNTIL REPAIR		3,352.65
Check	01/27/2025	206506	Accounts Payable	MTE	3,447.90
	Invoice	Date	Description	Check Sort Code	Amount
	01-437508	11/26/2024	Automotive Parts		1,857.38
	01-434977	10/21/2024	Parts & Supplies		1,590.52
Check	01/27/2025	206507	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	111.00
	Invoice	Date	Description	Check Sort Code	Amount
	IN2183407	01/14/2025	UNIFORMS		111.00
Check	01/27/2025	206508	Accounts Payable	NY STATE TURFGRASS ASSOCIATION	140.00
	Invoice	Date	Description	Check Sort Code	Amount
	ID#14863	01/10/2025	MEMBERSHIP RENEWAL		140.00
Check	01/27/2025	206509	Accounts Payable	NYSEG	674.28
	Invoice	Date	Description	Check Sort Code	Amount
	1/13/25	01/14/2025	ACCT#1005-0397-206 - 119 W 2ND ST		395.03
	1/6/24	01/14/2025	ACCT#1005-1984-374 - LAKE ST & WATER ST BRIDGE		279.25
Check	01/27/2025	206510	Accounts Payable	OTIS ELEVATOR	1,321.56
	Invoice	Date	Description	Check Sort Code	Amount
	100401778041	01/01/2025	2025 YEAR SERVICE CONTRACT		1,321.56
Check	01/27/2025	206511	Accounts Payable	PARMENTER MOTORS, INC.	150.00
	Invoice	Date	Description	Check Sort Code	Amount
	2038506, 2037626	01/14/2025	DEC 2024		150.00
Check	01/27/2025	206512	Accounts Payable	Passport Labs, Inc	761.26
	Invoice	Date	Description	Check Sort Code	Amount
	INV-1050194	01/14/2025	TICKET PROCESSING FEES		761.26
Check	01/27/2025	206513	Accounts Payable	PEOPLEREADY INC	631.45
	Invoice	Date	Description	Check Sort Code	Amount
	28988133	01/07/2025	TEMP SERVICES		631.45
Check	01/27/2025	206514	Accounts Payable	PERRY & CARROLL, INC.	18,750.00
	Invoice	Date	Description	Check Sort Code	Amount

	23088	01/16/2025	1ST Q GROUP MEDICAL-PLAT-TOMPKINS CO	18,750.00
Check	01/27/2025	206515	Accounts Payable POINT SPRING & DRIVESHAFT CO.	816.49
	Invoice	Date	Description	Check Sort Code Amount
	33645	12/30/2024	Automotive Parts RFB- 2077R	52.70
	03145	12/30/2024	Automotive Parts RFB- 2077R	(22.81)
	33601	12/27/2024	Automotive Parts RFB- 2077R	22.81
	33272	12/13/2024	Automotive Parts RFB- 2077R	607.05
	33437	12/19/2024	Automotive Parts RFB- 2077R	16.59
	33430	12/19/2024	Automotive Parts RFB- 2077R	390.84
	2529	06/05/2024	Automotive Parts RFB- 2077R	(250.69)
Check	01/27/2025	206516	Accounts Payable RANGER OUTFITTERS	879.97
	Invoice	Date	Description	Check Sort Code Amount
	26188	01/14/2025	JACKETS	351.97
	26162	01/14/2025	Sewing on 1/4 zips	528.00
Check	01/27/2025	206517	Accounts Payable RINWALSKE GARAGE	250.00
	Invoice	Date	Description	Check Sort Code Amount
	STMT 3334	01/14/2025	DEC 2024	250.00
Check	01/27/2025	206518	Accounts Payable SCHLATHER, STUMBAR, PARKS & SALK, LLP	652.50
	Invoice	Date	Description	Check Sort Code Amount
	9259	01/14/2025	STROBRIDGE ESTATE V. OROPALLO	652.50
Check	01/27/2025	206519	Accounts Payable STALKER RADAR APPLIED CONCEPTS, INC.	2,057.50
	Invoice	Date	Description	Check Sort Code Amount
	449441	01/14/2025	Lidar	2,057.50
Check	01/27/2025	206520	Accounts Payable STAND ENERGY CORPORATION	4,073.30
	Invoice	Date	Description	Check Sort Code Amount
	2144411	01/14/2025	ACCT#2141861	4,073.30
Check	01/27/2025	206521	Accounts Payable STAPLES BUSINESS ADVANTAGE	116.87
	Invoice	Date	Description	Check Sort Code Amount
	6021717076	01/16/2025	BLANKET PO OFFICE SUPPLIES PGB-2535, 24-530	116.87
Check	01/27/2025	206522	Accounts Payable STEWART P. WILSON	1,576.20
	Invoice	Date	Description	Check Sort Code Amount
	493896	12/31/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC	1,576.20
Check	01/27/2025	206523	Accounts Payable TIME WARNER CABLE	119.90
	Invoice	Date	Description	Check Sort Code Amount
	143746101010125	01/16/2025	ACCT#143746101 - 215 W MILLER ST	119.90
Check	01/27/2025	206524	Accounts Payable TOWN OF HORSEHEADS	19,035.73
	Invoice	Date	Description	Check Sort Code Amount
	2025 TAXES	01/16/2025	tm#68.00-2-22	19,035.73
Check	01/27/2025	206525	Accounts Payable TOWN OF SOUTHPORT	33.26
	Invoice	Date	Description	Check Sort Code Amount
	2025 TAXES	01/16/2025	TM#99.10-1-3	33.26
Check	01/27/2025	206526	Accounts Payable TRACEY ROAD EQUIPMENT INC.	542.59
	Invoice	Date	Description	Check Sort Code Amount
	X102066268:01	12/26/2024	Tank & Cables	542.59
Check	01/27/2025	206527	Accounts Payable TREU OFFICE SUPPLY CORP.	85.40
	Invoice	Date	Description	Check Sort Code Amount
	263951	01/14/2025	INK CARTRIDGE	85.40
Check	01/27/2025	206528	Accounts Payable TWIN TIERS AUTO WASH, LLC	741.00
	Invoice	Date	Description	Check Sort Code Amount
	1073	01/14/2025	CAR WASHES - OCT-DEC	741.00

Check	01/27/2025	206529	Accounts Payable	UniFirst Corporation		463.61
	Invoice	Date	Description	Check Sort Code	Amount	
	156404, 156385	01/09/2025	SUPPLIES		187.98	
	1100108474.01	08/22/2024	LAUNDRY SERVICE		91.79	
	1100115838	09/12/2024	LAUNDRY SERVICE		91.79	
	1100130382	10/24/2024	LAUNDRY SERVICE		92.09	
Check	01/27/2025	206530	Accounts Payable	UNITED UNIFORM		4,540.05
	Invoice	Date	Description	Check Sort Code	Amount	
	1021-518780	01/14/2025	Quarter Zip Fleece		4,540.05	
Check	01/27/2025	206531	Accounts Payable	VAL-U TOWING		180.00
	Invoice	Date	Description	Check Sort Code	Amount	
	DECEMBER	01/14/2025	TOWING		180.00	
Check	01/27/2025	206532	Accounts Payable	VERIZON WIRELESS		3,723.26
	Invoice	Date	Description	Check Sort Code	Amount	
	6101862428	01/14/2025	ACCT#286111989-00001		3,723.26	
Check	01/27/2025	206533	Accounts Payable	WEST INFORMATION PUBLISHING GROUP		936.33
	Invoice	Date	Description	Check Sort Code	Amount	
	851267894	01/14/2025	WESTLAW CHARGES 12/1 - 12/31/24		426.67	
	851355092	01/14/2025	LIBRARY PLAN 12/1 - 12/31/24		509.66	
Check	01/27/2025	206534	Accounts Payable	WESTERN NEW YORK ASSOCIATION OF CHIEFS OF POLICE		100.00
	Invoice	Date	Description	Check Sort Code	Amount	
	2025	01/16/2025	ANNUAL MEMBERSHIP DUES		100.00	
Check	01/27/2025	206535	Accounts Payable	WEX BANK		7,387.04
	Invoice	Date	Description	Check Sort Code	Amount	
	1019847730	01/14/2025	CITY OF ELMIRA		7,387.04	
Check	01/27/2025	206536	Accounts Payable	XEROX CORPORATION		1,329.02
	Invoice	Date	Description	Check Sort Code	Amount	
	022798063	01/14/2025	CUST#721817914		21.24	
	022798059	01/14/2025	CUST#726631807		7.73	
	022798062	01/14/2025	CUST#719281396		12.87	
	022798061	01/14/2025	CUST#718272685		6.24	
	022798065	01/14/2025	CUST#722774775		10.25	
	022708991	01/14/2025	CUST#726246168		27.15	
	022708977	01/14/2025	CUST#726686991		42.56	
	022708968	01/14/2025	CUST#726289374		76.10	
	022708971	01/14/2025	CUST#726368178		111.23	
	022708970	01/14/2025	CUST#726368160		36.00	
	022708969	01/14/2025	CUST#726368111		88.25	
	0212708981	01/14/2025	CUST#726756687		54.78	
	022708987	01/14/2025	CUST#718422447		5.34	
	022708992	01/14/2025	CUST#726246770		35.43	
	504616137	01/16/2025	CUST#957417074		96.78	
	504613300	01/16/2025	CUST#952163384		96.78	
	504612787	01/16/2025	CUST#950906487		21.73	
	504616427	01/16/2025	CUST#957723893		96.78	
	504616426	01/16/2025	CUST#957723810		96.78	
	504612412	01/16/2025	CUST#950177683		96.78	
	504616365	01/16/2025	CUST#957612286		94.66	
	504616136	01/16/2025	CUST#957416910		96.78	
	504612955	01/16/2025	CUST#951078419		96.78	
Check	01/27/2025	206537	Accounts Payable	ALI KHEMWATTI		2.59
	Invoice	Date	Description	Check Sort Code	Amount	
	TM#89.16-2-17	01/14/2025	TAX OVERPAYMENT - 459 OAK ST		2.59	
Check	01/27/2025	206538	Accounts Payable	FIRSTOUT RESCUE EQUIPMENT		1,511.61
	Invoice	Date	Description	Check Sort Code	Amount	

1/17/25, 1:08 PM

myReports

100

	33112	01/16/2025	CMC CLUTCH 13 MM		1,511.61
Check	01/27/2025	206539	Accounts Payable	JOSEPH ASHLEY	1.82
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.05-3-42	01/14/2025	TAX OVERPAYMENT - 814 W WATER ST		1.82
Check	01/27/2025	206540	Accounts Payable	SESAC	1,217.00
	Invoice	Date	Description	Check Sort Code	Amount
	10793761	01/16/2025	MUSIC PERFORMANCE LICENSE		1,217.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 82		\$678,745.49
Checks:	82				\$678,745.49

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/27/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	01/27/2025	206541	Accounts Payable	GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSRUANCE		468,340.52
Invoice		Date	Description	Check Sort Code		Amount
FEB 2025		01/17/2025	INSURANCE			468,340.52
GENERAL FUND GENERAL FUND Totals:				Transactions: 1		\$468,340.52
Checks:		1	\$468,340.52			

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 01/27/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	01/27/2025	1049460	Accounts Payable	ALTA CONSTRUCTION EQUIPMENT NY LLC		55,937.00
		Invoice	Date	Description	Check Sort Code	Amount
		E11.1511	10/28/2024	Skid Steer		55,937.00
Check	01/27/2025	1049461	Accounts Payable	DALRYMPLE GRAVEL COMPANY		647.54
		Invoice	Date	Description	Check Sort Code	Amount
		24212	12/01/2024	Hot Mix Asphalt RFB #2620		647.54
Check	01/27/2025	1049462	Accounts Payable	ELMIRA ROAD MATERIALS, LLC		53,275.86
		Invoice	Date	Description	Check Sort Code	Amount
		1190	08/30/2024	HOT MIX ASPHALT Type 6 RFB-315 Bloomer Ave		52,068.52
		1171-2	06/13/2024	HMA-Sylvester PI		1,207.34
Check	01/27/2025	1049463	Accounts Payable	ERDMAN ANTHONY		50,940.90
		Invoice	Date	Description	Check Sort Code	Amount
		EST 17,18,19, 20	01/16/2025	E. Water St Rejuvenation 6755.13		50,940.90
Check	01/27/2025	1049464	Accounts Payable	FAGAN ENGINEERS		2,128.84
		Invoice	Date	Description	Check Sort Code	Amount
		37986	01/09/2025	ASBESTOS SURVEY		1,047.46
		37987	01/09/2025	ASBESTOS SURVEY		1,081.38
Check	01/27/2025	1049465	Accounts Payable	Landscape Structures Inc		14,970.83
		Invoice	Date	Description	Check Sort Code	Amount
		157522,157521	01/16/2025	woodchips		14,970.83
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 6		\$177,900.97
Checks:		6	\$177,900.97			

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$83,203.61
\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/06/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	01/06/2025	206457	Accounts Payable	JAMES J TURCSIK, JR.		1,753.05
	Invoice		Date	Description	Check Sort Code	Amount
	12/16-12/29/24		01/06/2025	Commission Check		1,753.05
GENERAL FUND GENERAL FUND Totals:				Transactions: 1		\$1,753.05
	Checks:	1		\$1,753.05		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/17/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	01/17/2025	206542 Accounts Payable	CHEMUNG COUNTY CLERK		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	CITY VS	01/17/2025	ROGERS, ALLARE, PREDMORE, PERFORMANCE HOLDING, GRANTIE WORKS		100.00
Check	01/17/2025	206543 Accounts Payable	JAMES J TURCSIK, JR.		154.44
	Invoice	Date	Description	Check Sort Code	Amount
	1/1-1/15/25.	01/17/2025	Commission Check		154.44
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$254.44
Checks:		2	\$254.44		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/15/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	01/15/2025	206458	Accounts Payable	CHASE CARD SERVICES		10,490.36
	Invoice	Date	Description	Check Sort Code		Amount
	acct # 7290	01/15/2025	424615238977290			10,490.36
GENERAL FUND GENERAL FUND Totals:				Transactions: 1		\$10,490.36
	Checks:	1	\$10,490.36			

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 01/03/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	01/03/2025	206456 Accounts Payable	EXCELLUS BLUE CROSS BLUE SHIELD		50,218.40
	Invoice	Date	Description	Check Sort Code	Amount
	41535221	01/03/2025	January Medicare Invoice		50,218.40
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$50,218.40
Checks:	1		\$50,218.40		

ACH PAYMENTS**A Fund**

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 01/04/2025 - 1/17/2025

1/6/2025 GHI DENTAL	\$ 852.48
1/6/2025 GHI DENTAL	\$ 1,653.50
1/8/2025 GHI DENTAL	\$ 1,647.00
1/16/2025 GHI DENTAL	<u>\$ 2,888.00</u>
	\$ 7,040.98

ENTERPRISE PAYMENTS FOR THE TWO WEEK PERIOD 01/04/2025 - 1/17/2025

1/10/2025 Enterprise Monthly Payment	<u>\$ 13,126.38</u>
--------------------------------------	---------------------

TA Fund

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 01/04/2025 - 1/17/2025

1/16/2025 C. Osiecki	<u>\$ 320.00</u>
	\$ 320.00

Elmira City Council



Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2025-37

Sponsor: Gary Brinn

ATTACHMENTS

[Adjournment January 27.docx](#)

January 27, 2025

RESOLUTION

NO. 2025 – ____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, February 10, 2025, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	