

APPROVAL OF MINUTES

2025-125  
Corey Cooke      **Act on resolution dispensing with the minutes of the regular Meeting held on Monday, April 21, 2025.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2025-126  
Joseph Duffy      **Receive communication from the City Manager and act on resolution reporting the personnel actions for the City of Elmira whereby Jeremy J. Kline is no longer employed as Solid Waster Specialist II, effective April 16, 2025; and Justin Grose, Horseheads, NY has been appointed to the position of Firefighter, effective April 28, 2025, at an annual salary of \$55,055.00.**

RESOLUTIONS

2025-127  
Mayor Mandell      **Act on resolution to hold an Executive Session immediately preceding the adjournment of this Council Meeting of May 5, 2025 for the purpose of discussing possible litigation against the City of Elmira.**

2025-128  
Mayor Mandell      **Act on resolution designating a Polling Place and appointing Election Inspectors pursuant to the Water Department Act of 1950 for the purpose of electing One (1) Water Commissioner for a Five year term, said Election to be held on June 3, 2025.**

2025-129  
Gary Brinn      **Act on resolution approving an amendment to the Bylaws of the Chemung County Property Development Corporation (aka the Land Bank) to increase the number of board members from 7 to 9.**

2025-130  
Mayor Mandell      **Act on resolution rejecting the sole bid for RFB-342 New/Unused 2025 UTV (Utility Terrain Vehicle) purchase**

**as the bid did not meet bid specifications and authorizing submission of requests for new bids.**

#### **LOCAL LAW**

2025-131

Joseph Duffy

**Act on resolution adopting Local Law #2 of 2025 of the City of Elmira, New York, to Amend Section 241 of the Charter of the City of Elmira.**

#### **AGREEMENTS**

2025-132

Jackie Wilson

**Receive communication from the City Manager and act on resolution approving an inspection contract with Davis-Ulmer Fire Protection for a one-year term commencing June 1, 2025 and expiring May 31, 2026 at a total annual cost to the City of \$2,000.00 (\$500.00 quarterly) and authorizing the City Manager to execute the inspection renewal agreement; said agreement subject to Corporation Counsel approval.**

2025-133

Corey Cooke

**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with New York State Industries for the Disabled, Inc. to provide maintenance services at Eldridge, Grove and McKinnon Parks for 17 weeks during the 2025 spring and summer seasons (commencing May 1, 2025 through April 30, 2026) at a total cost to the City of \$33,978.73; said agreement subject to Corporation Counsel approval.**

2025-134

Nan Moss

**Receive communication from the City Manager and act on resolution approving the extension of the agreement for one additional year (Option #3 of #4) between the City and New York State Industries for the Disabled, Inc. to provide building janitorial services commencing retroactively to April 1, 2025 through March 31, 2026 at a cost to the City of \$60,257.24 and authorizing the Mayor to execute the extension/addendum #3 of #4; said addendum subject to Corporation Counsel approval.**

2025-135

Gary Brinn

**Receive communication from the City Manager and act on resolution authorizing and approving a 3-yr agreement with PMA Companies to provide Workers' Compensation third-party administration and risk services to the City, commencing retroactively to April 1, 2025 and expiring**

**March 31, 2028, with a flat annual cost of \$32,025.00 for the first, second and third years of the agreement and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.**

#### AUDITS

2025-136  
Gary Brinn

**Act on Vacant Rental Improvement Program Audit.**

2025-137  
Mayor Mandell

**Act on Elmira Urban Renewal Agency Program Audit.**

2025-138  
Corey Cooke

**Act on Lead Hazard Reduction Grant Program Audit.**

2025-139  
Jackie Wilson

**Act on Community Development Block Grant Program Audit.**

2025-140  
Nan Moss

**Act on Audit.**

#### SECOND PUBLIC COMMENT PORTION

#### CITY MANAGER REPORT

#### ADJOURN

2025-141  
Joseph Duffy

**Act on resolution upon completion of the Executive Session, this meeting is adjourned.**

Respectfully Submitted,



Christina C. Rodriguez  
City Clerk

## Elmira City Council

|                           |                                                                                                      |
|---------------------------|------------------------------------------------------------------------------------------------------|
| <b>Agenda Summary:</b>    | Act on resolution dispensing with the minutes of the regular Meeting held on Monday, April 21, 2025. |
| <b>Resolution Number:</b> | 2025-125                                                                                             |
| <b>Sponsor:</b>           | Corey Cooke                                                                                          |

### ATTACHMENTS

[Beginning May 5.docx](#)

May 05, 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 5th day of May, 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 April 21, 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        |      |

**Agenda Summary:**

Receive communication from the City Manager and act on resolution reporting the personnel actions for the City of Elmira whereby Jeremy J. Kline is no longer employed as Solid Waster Specialist II, effective April 16, 2025; and Justin Grose, Horseheads, NY has been appointed to the position of Firefighter, effective April 28, 2025, at an annual salary of \$55,055.00.

**Resolution Number:**

2025-126

**Sponsor:**

Joseph Duffy

**ATTACHMENTS**

[Personnel Actions May 5.docx](#)

**May 05, 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:

**KLINE, JEREMY J.**

is no longer employed by the City of Elmira in the position of Solid Waste Specialist II, effective April 16, 2025.

**GROSE, JUSTIN R.**

Horseheads, NY, has been appointed to the position of Firefighter, effective April 28, 2025, at an annual salary of \$55,055.00.

Respectfully submitted,

P. Michael Collins  
City Manager

May 05, 2025

**RESOLUTION**

2025 - \_\_\_\_

**By Councilmember:** \_\_\_\_\_

**RESOLVED**, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Jeremy J. Kline is no longer employed as a Solid Waster Specialist II, effective April 16, 2025; and Justin Grose, Horseheads, NY has been appointed to the position of Firefighter, effective April 28, 2025, at an annual salary of \$55,055.00; 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**

| <b>AYES</b> |                      | <b>NAYS</b> |
|-------------|----------------------|-------------|
|             | Councilmember Moss   |             |
|             | Councilmember Wilson |             |
|             | Councilmember Cooke  |             |
|             | Councilmember Brinn  |             |
|             | Councilmember Grasso |             |
|             | Councilmember Duffy  |             |
|             | Mayor Mandell        |             |

## Elmira City Council

**Agenda Summary:** Act on resolution to hold an Executive Session immediately preceding the adjournment of this Council Meeting of May 5, 2025 for the purpose of discussing possible litigation against the City of Elmira.

**Resolution Number:** 2025-127

**Sponsor:** Mayor Mandell

### ATTACHMENTS

[resolution executive session 5.5.2025.doc](#)

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

Act on resolution to hold an Executive Session immediately preceding the adjournment of this Council Meeting of May 5, 2025 for the purpose of discussing possible litigation against the City of Elmira.

**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 designating a Polling Place and appointing Election Inspectors pursuant to the Water Department Act of 1950 for the purpose of electing One (1) Water Commissioner for a Five year term, said Election to be held on June 3, 2025.

**Resolution Number:** 2025-128

**Sponsor:** Mayor Mandell

### ATTACHMENTS

[2025\\_Water\\_Board\\_Election\\_Inspectors\\_Resolution \(3\).doc](#)

May 5, 2025

**RESOLUTION**

**NO. 2025\_\_\_\_\_**

By Councilmember: \_\_\_\_\_

RESOLVED, that pursuant to the Water Department Act of 1950, the Council of the City of Elmira hereby designates the first-floor conference room of the Steele Memorial Library, at 101 East Church Street, Elmira, N.Y. as a convenient and central place in the City in which shall be held an election on Tuesday, June 3, 2025.

The purpose of electing one (1) Water Commissioner, who will be elected for a period of five (5) years, with term expiring June, of 2030.

The Polling place shall be open between 8:00AM and 5:00PM (EDST) and that all resident taxpayers of the City of Elmira of the age of eighteen and over, whose name appears on the Assessment Roll made by the Assessor of the City of Elmira, shall be entitled to vote, be it further

RESOLVED, that Roxanne Brown-Sinclair 106 Parker Circle, Elmira N.Y. 14901, Lori Adams 113 Cherrywood Manor Drive, Elmira, N.Y. 14904 and Larissa Maxwell-Singleton 207 Spaulding Street, Elmira N.Y. 14904 are appointed Inspectors of Election as provided by the Water Department Act; and be it further

RESOLVED, that the City Clerk be and she hereby is directed to give Public Notice of such election as provided by the City Charter.

**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 approving an amendment to the Bylaws of the Chemung County Property Development Corporation (aka the Land Bank) to increase the number of board members from 7 to 9.

**Resolution Number:** 2025-129

**Sponsor:** Gary Brinn

### ATTACHMENTS

[resolution amend bylaws chemung cty property dev corp land bank 7 board members to 9 5.5.2025.docx](#)  
[amendment 1 to corporation bylaws - board members 7 to 9 5.2025.pdf](#)

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**WHEREAS**, the Chemung County Property Development Corporation (Corporation), also known as the Land Bank, is governed by Bylaws of the Corporation; and

**WHEREAS**, the Board of the Corporation desires to expand the Board dfrom seven (7) members to nine (9) members; and

**WHEREAS**, the two new members will be appointed by the Chemung County Executive and the Mayor of the City of Elmira; and

**WHEREAS**, it is necessary for City Council to approve this amendment to the Bylaws;

**NOW THEREFORE, IT IS**

**RESOLVED**, the City Council of the City of Elmira, New York, approves an amendment to the Bylaws of the Corporation, which amendment increases the number of board members from seven (7) to nine (9).

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

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

Proposed Amendment 1: Increase the Board from seven to nine members by adding two additional at-large members to be appointed jointly by the county executive and the city mayor.

**Article II – Board**

**Section 2. Board Composition.**

Change in Section 2 (f)

**Section 2. Board Composition.** The Board shall consist of seven (7) Members. The Board may add or subtract members, upon duly adopted resolution, provided that the Board remains an odd number of members, not less than five (5) nor more than nine (9), and provided that all members above five (5) be qualified and jointly appointed by the Chemung County Executive and the Mayor of the City of Elmira. Each Member shall serve a three (3) year term and continue to hold office until his or her successor is appointed and has been elected and qualified. Each member shall serve without compensation. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired term. The members of the Board shall be appointed as follows:

- (a) The Director of Chemung County Real Property Tax Services (and/or the Chemung County Treasurer), appointed by the Chemung County Executive;
- (b) One (1) member of the Chemung County Industrial Development Agency, appointed by the Executive Director thereof;
- (c) One (1) member from the Chemung County Legislature, appointed by the Chairperson thereof;
- (d) One (1) member appointed by the Mayor the City of Elmira and confirmed by the Elmira City Council;
- (e) One (1) Member from the Chemung County Planning Department or City of Elmira Community Development, appointed jointly by the Chemung County Executive and the Mayor of the City of Elmira.
- (f) Two (2) at-large Members appointed jointly by the Chemung County Executive and Mayor of the City of Elmira, with an initial term to expire December 31, 2020, and three-year terms thereafter.

**Section 2. Board Composition.** The Board shall consist of seven (7) Members. The Board may add or subtract members, upon duly adopted resolution, provided that the Board remains an odd number of members, not less than five (5) nor more than nine (9), and provided that all members above five (5) be qualified and jointly appointed by the Chemung County Executive and the Mayor of the City of Elmira. Each Member shall serve a three (3) year term and continue to hold office until his or her successor is appointed and has been elected and qualified. Each member shall serve without compensation. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired term. The members of the Board shall be appointed as follows:

- (a) The Director of Chemung County Real Property Tax Services (and/or the Chemung County Treasurer), appointed by the Chemung County Executive;
- (b) One (1) member of the Chemung County Industrial Development Agency, appointed by the Executive Director thereof;
- (c) One (1) member from the Chemung County Legislature, appointed by the Chairperson thereof;
- (d) One (1) member appointed by the Mayor the City of Elmira and confirmed by the Elmira City Council;
- (e) One (1) Member from the Chemung County Planning Department or City of Elmira Community Development, appointed jointly by the Chemung County Executive and the Mayor of the City of Elmira.
- (f) Four (4) at-large Members appointed jointly by the Chemung County Executive and Mayor of the City of Elmira, with three-year terms.

Proposed Amendment 2: spelling mistakes

**Article II- Board**

**Section 18. Annual Independent Audit.**

**Change in Section 18 (b) and (g)**

- Change spelling from “principal” to “principle”

**AMENDMENT NO. 1 TO  
BY-LAWS OF THE  
CHEMUNG COUNTY PROPERTY DEVELOPMENT CORPORATION  
(a New York Land Bank)**

**ARTICLE I - THE CORPORATION**

**Section 1. Name.** The name of the Corporation shall be as provided in its Certificate of Incorporation and is currently the **Chemung County Property Development Corporation**.

**Section 2. Seal.** The Corporation's seal shall be in the form of a circle and shall bear the name of the Corporation and the year of its organization, and the words "Corporate Seal, New York." The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or otherwise reproduced.

**Section 3. Office.** The office of the Corporation shall be located at 400 East Church Street, Elmira, New York, or such other address as the Corporation may designate, from time to time, by resolution.

**ARTICLE II- BOARD**

**Section 1. Power of the Board and Qualification of Members.** The Corporation shall be overseen and governed by its Board who shall exercise oversight and control over the officers and staff of the Corporation. The Board shall have all powers conferred on Boards of not-for profit corporations pursuant to New York State law, and any other Law that is applicable to the Corporation.

**Section 2. Board Composition.** The Board shall consist of seven (7) Members (**5/16/2018 Amendment**). The Board may add or subtract members, upon duly adopted resolution, provided that the Board remains an odd number of members, not less than five (5) nor more than nine (9), and provided that all members above five (5) be qualified and jointly appointed by the Chemung County Executive and the Mayor of the City of Elmira. Each Member shall serve a three (3) year term and continue to hold office until his or her successor is appointed and has been elected and qualified. Each member shall serve without compensation. Vacancies in the Board occurring otherwise than by expiration of term shall be filled for the unexpired term. The members of the Board shall be appointed as follows:

- (a) The Director of Chemung County Real Property Tax Services (and/or the Chemung County Treasurer), appointed by the Chemung County Executive;
- (b) One (1) member of the Chemung County Industrial Development Agency, appointed by the Executive Director thereof;
- (c) One (1) member from the Chemung County Legislature, appointed by the Chairperson thereof;

- (d) One (1) member appointed by the Mayor the City of Elmira and confirmed by the Elmira City Council;
- (e) One (1) Member from the Chemung County Planning Department or City of Elmira Community Development, appointed jointly by the Chemung County Executive and the Mayor of the City of Elmira.
- (f) Two (2) at-large Members appointed jointly by the Chemung County Executive and Mayor of the City of Elmira, with an initial term to expire December 31, 2020, and three-year terms thereafter **(5/16/2018 Amendment)**.

**Section 3. Initial Members.** The first term of the first Board members shall commence on the date of the first Board meeting. The initial Members of the Board of the Corporation shall be:

- (a) Joseph E. Sartori, III, Chemung County Treasurer, for a term of one (1) year; and
- (b) Dawn Burlew, a member of the Chemung County Industrial Development Agency, for a term of two (2) years; and
- (c) L. Thomas Sweet, a member of the Chemung County Legislature, for a term of two (2) years; and
- (d) Jennifer Miller, appointed by the Mayor of the City of Elmira, for a term of three (3) years; and
- (e) Randy Olthof, of the Chemung County Planning Department, for a term of three (3) years.

**Section 4. Term of Office.** Except for the terms of the initial members as outlined in Section 3, the members of the Board appointed to succeed the initial members shall be appointed for a term of three (3) years. In the event State law is amended to provide for different terms and/or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

**Section 5. Qualifications.** All members of the Board of the Corporation shall all be residents of the County of Chemung. Members appointed in whole by the Mayor or the City Council of the City of Elmira shall be residents of the City of Elmira. The jointly nominated members may be, but need not be, residents of the City of Elmira.

**Section 6. Removal.** Board members may be removed by their appointing Party for neglect of duty or misconduct in office, or may be removed pursuant to any other provision of New York law.

**Section 7. Vacancies.** A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall

be filled as soon as practicable.

### **Section 8. Independence.**

(a) No Member, including the Chair shall serve as the Corporation's Executive Director, Chief Operating Officer, Chief Financial Officer, Comptroller, or hold any other equivalent executive position or office while also serving as a Member.

(b) As soon as practicable and in compliance with Section 2825 of the New York Public Authorities Law, the majority of the Members of the Board shall be Independent Members, as such term is defined in paragraph (c) below.

(c) Independence. For the purposes of these By-laws, an independent Member is one who:

(i) is not, and in the past two (2) years has not been, employed by the Corporation or another corporate body having the same ownership and control of the Corporation in an executive capacity;

(ii) is not, and in the past two (2) years has not been, employed by an entity that received remuneration valued at more than fifteen thousand dollars (\$15,000.00) for goods and services provided to the Corporation or received any other form of financial assistance valued at more than fifteen thousand dollars (\$15,000.00) from the Corporation;

(iii) is not a relative of an executive officer or employee in an executive position of the Corporation or another corporate body having the same ownership and control of the Corporation; and

(iv) is not, and in the past two (2) years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or any other similar actions of the Corporation or another corporate body having the same ownership and control of the Corporation.

(d) Each Member shall have one vote.

**Section 9. Organization.** At each meeting of the Board, the Chair, or, in the absence of the Chair, a Vice Chair shall preside, or in the absence of either of such officers, a chair chosen by a majority of the Members present shall preside. The Secretary shall act as secretary of the Board. In the event the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall act as the secretary for such meeting.

**Section 10. Action by the Board.** Except as otherwise provided by law or in these By-laws, the act of the Board means action taken at a meeting of the Board by vote of a majority of the Members

present at the time of the vote, if a quorum is present at such time, except as provided in Section 1605 (l) of the NPCL.

**Section 11. Place of Meeting.** The Board may hold its meetings at 203 Lake Street, Elmira, New York, or at such place or places within the State of New York as the Board may from time to time by resolution determine.

**Section 12. Annual Meeting.** Except in case of the Annual Meeting in calendar year 2017, the annual meeting of the Corporation shall be held during the regular January meeting of each year at the regular meeting place of the Corporation as described in Section 11 of this Article. Such annual meetings may be held at such time as approved by the chairman of the Corporation; and if it is held at another time, notice shall be given as hereinafter provided for special meetings of the Board.

**Section 13. Regular Meetings.** Regular meetings of the Board may be held at such times as may be fixed from time to time by resolution of the Board.

**Section 14. Special Meetings.** Special meetings of the Board shall be held whenever called by the Chair or in the absence of the Chair by a Vice Chair, or by any two (2) of the Members. Notice shall be given orally, by telefax, by e-mail, or by mail and shall state the purposes, time and place of the meeting. If notice is given orally, in person or by telephone, it shall be given not less than two (2) days before the meeting; if it is given by telefax, by e-mail or by mail, it shall be given not less than three (3) days before the meeting. At such special meeting no business shall be considered other than that designated in the notice.

**Section 15. Waivers of Notice.** Notice of a meeting need not be given to any Member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

**Section 16. Quorum.**

(a) A majority of the entire Members of the Board shall constitute a quorum for the transaction of business.

(b) A majority of the Members present, whether or not a quorum is present, may adjourn any meeting to another time and place without notice to any Member.

**Section 17. Compensation.** Members shall receive no compensation for their services but may be reimbursed for the expenses reasonably incurred by them in the performance of their duties.

**Section 18. Annual Independent Audit.** The Members of the Board shall present to the Member the annual independent audit report performed in accordance with the requirements of the Public Authorities Accountability Act (hereinafter "PAAA") and generally accepted government auditing standards certified by a firm of independent public accountants selected by the Board. The certified independent public accounting firm that performs the annual independent audit shall report the following:

(a) the assets and liabilities, including the status of reserve, depreciation, special or other funds including the receipts and payments of such funds, of the Corporation as of the end of the fiscal year;

(b) the principal changes in assets and liabilities, including trust funds, during said fiscal period;

(c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes during said fiscal period;

(d) the expenses or disbursement, of the Corporation for both general and restricted purposes, during said fiscal period; and

(e) a schedule of the bonds and notes of the Corporation outstanding during said fiscal period, including all refinancings, calls, refundings, defeasements, and interest rate exchange or other such agreements, and for any debt issued during the fiscal period, together with a statement of the amounts redeemed and incurred during such fiscal period as a part of a schedule of debt issuance that include the date of issuance, term, amount, interest rate, means of repayment and cost of issuance.

Furthermore, the certified independent public accounting firm that performs the annual independent audit shall report to the Board or designated Board committee the following:

(f) all critical accounting policies and practices to be used;

(g) all alternative treatments of financial information within generally accepted accounting principals that have been discussed with the management of the Corporation, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the certified independent public accounting firm;

(h) other material written communications between the certified independent public accounting firm and the management of the Corporation, such as the management letter along with managements response or plan of corrective action, material corrections identified or schedule of unadjusted differences, where applicable.

### **ARTICLE III - COMMITTEES**

**Section 1. Audit Committee.** There shall be an Audit Committee consisting of not less than three (3) Independent Members, who shall be elected by the Members at each Annual Meeting and shall serve until the next Annual Meeting. To the extent practicable, members of the Audit Committee should be familiar with corporate financial and accounting practices. The Audit Committee shall recommend to the Board the hiring of a certified independent accounting firm in compliance with the Public Authorities Law of New York State to conduct the annual independent audit, establish the compensation to be paid to the accounting firm and provide direct oversight of

the performance of the annual independent audit.

**Section 2. Governance Committee.** There shall be a Governance Committee consisting of not less than three (3) Independent Members, who shall be elected by the Members at each Annual Meeting and shall serve until the next Annual Meeting. The Governance Committee shall keep the Board informed of current best governance practices, review corporate governance trends, update the Corporation's governance principles, advise the Board on the skills and experience required of potential directors, examine ethical and conflict of interest issues, perform board self-evaluations, and recommend by-laws which include rules.

**Section 3. Finance Committee.** There shall be a Finance Committee consisting of not less than three (3) Independent Members, who shall be elected by the Members at each Annual Meeting and shall serve until the next Annual Meeting. The Finance Committee shall review proposals for the issuance of debt by the authority and its subsidiaries, and make recommendations.

**Section 4. Other Standing Committees.** The Members of the Board, by resolution adopted by a majority of the entire Board, may designate from among its members other standing committees consisting of three (3) or more Members, which can make recommendations to the entire Board. The standing committees shall have such authority as the Board shall by resolution provide, except that no such committee shall have authority as to the following matters:

- (a) the submission to the Member of any action requiring Member approval under the law;
- (b) the filling of vacancies in the Board or in any committee;
- (c) the amendment or repeal of the By-laws, or the adoption of new By-laws; or
- (d) the amendment or repeal of any resolution of the Board which by its terms, shall not be so amendable or repealable.

**Section 5. Special Committees.** The Members of the Board may designate special committees, each of which shall consist of such persons and shall have such authority as is provided in the resolution designating the committee.

**Section 6. Meetings.** Meetings of committees, of which no notice shall be necessary, shall be held in January and July, and more often as needed, at such time and place as shall be fixed by the Chair of the Board or the chair of such committee or by vote of a majority of all the members of the committee.

**Section 7. Quorum and Manner of Acting.** Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of the committee shall be the act of the committee. The procedures and manner of acting of the committees of the Board shall be subject at all times to the direction of the Board.

**Section 8. Tenure of Members of Committees of the Board.** Each committee of the Board and every member thereof shall serve at the pleasure of the Board.

**Section 9. Alternate Members.** The Board may designate one (1) or more members as alternate members of any standing committee of the Board; who may replace any absent member or members at any meeting of such committee.

#### **ARTICLE IV-BOARD MEMBERS**

**Section 1. Officers.** The Officers of the Corporation's Board shall be a Chair, a Vice Chair, a Treasurer, a Secretary and/or such other officers as the Board may in its discretion determine. Any two (2) or more offices may be held by the same person, except the offices of Chair and Secretary.

**Section 2. Term of Office and Qualifications.** Those officers whose titles are specifically mentioned in Section 1 of this Article shall be elected by the Board at its Annual Meeting. Unless a shorter term is provided in the resolution of the Board electing such officer, the term of office of each officer shall extend to the next Annual Meeting and until the officer's successor is elected and qualified.

**Section 3. Additional Officers.** Additional officers maybe elected for such period, have such authority and perform such duties, either in an administrative or subordinate capacity, as the Board may from time to time determine.

**Section 4. Removal of Officers.** Officers may be removed by a majority vote of the remaining Members of the Board for neglect of duty or misconduct in office, pursuant to rules and requirements adopted by the Board pursuant to Section 1605 (2)(e) of the Not For profit Corporation Law, or pursuant to any other provision of New York law.

**Section 5. Resignation.** Any officer may resign his or her position as an officer at any time by giving written notice to the Board, to the Chair or to the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time be specified, then upon delivery.

**Section 6. Vacancies.** A vacancy in any office shall be filled by the Board.

**Section 7. Chair.** The Chair shall preside at all meetings and of the Board at which the Chair is present. In the absence or incapacity of the Executive Director of the Corporation or the Chief Financial Officer, and except as otherwise authorized by resolution of the Board, the Chair shall execute all agreements, contracts, deeds, and any other instruments of the Corporation. At each meeting, the Chair shall submit recommendations and information as he or she may consider proper concerning the business, affairs, the bonds, the notes, the loans, the projects and facilities of the Corporation, the economic benefits to be conferred on project applicants and occupants, and the policies of the Corporation. Nothing in this provision shall be construed as granting the Chair the exclusive right to bring matters before the Corporation for consideration.

**Section 8. Vice Chair.** In the absence or incapacity to act of the Chair, or if the office of Chair be vacant, the Vice Chair shall preside at all meetings of the Board, and shall perform the duties and exercise the powers of the Chair, subject to "the right of the Board from time to time to extend or confine such powers and duties or to assign them to others. The Vice Chair shall have such powers and shall perform such other duties as may be assigned by the Board or the Chair.

**Section 9. Treasurer.** The Treasurer shall, if required by the Board, obtain a bond for the faithful discharge of his or her duties, in such sum and with such sureties as the Board shall require. The Treasurer shall oversee the Chief Financial Officer of the Corporation and shall review all the books and accounts of the Corporation and shall advise the Chief Financial Officer of the Corporation with respect to the charge, custody and investment of all funds and securities of the Corporation, and the Treasurer shall ensure the proper deposit by the Chief Financial Officer of the Corporation all such funds in the name of and to the credit of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board. The Treasurer shall also perform all other duties customarily incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board.

**Section 10. Assistant Treasurer.** The Assistant Treasurer, if there be any appointed, shall carry out the duties of the Treasurer in the absence of the Treasurer.

**Section 11. Secretary.** It shall be the duty of the Secretary to act as secretary of all meetings of the Board, and to keep the minutes of all such meetings in a proper book or books to be provided for that purpose; the Secretary shall see that all notices required to be given by the Corporation are duly given and served; the Secretary shall keep a current list of the Members and officers of the Corporation's Board and their residence addresses; the Secretary shall be custodian of the seal of the Corporation and shall affix the seal, or cause it to be affixed, to all agreements, documents and other papers requiring the same. The Secretary shall have custody of the minute book containing the minutes of all meetings of Members, the Audit Committee, the Governance Committee and any other committees which may keep minutes, and of all other contracts and documents which are not in the custody of the Treasurer of the Corporation, or in the custody of some other person authorized by the Board to have such custody.

**Section 12. Assistant Secretary.** The Assistant Secretary, if there be any appointed, shall carry out the duties of the Secretary in the absence of the Secretary.

**Section 13. Appointed Officers.** The Board may delegate to any officer or committee, by a majority vote of the total Board membership, the power to appoint and to remove any subordinate officer agent or employee.

**Section 14. Independence of Board Members, and Financial Disclosure.** Eligibility to serve on the Board, and independence of the board member, shall be governed by Public Authorities Law section 2825, and shall each such member shall file an annual financial disclosure statement with the Chemung County Board of Ethics.

## **ARTICLE V- EXECUTIVE OFFICERS AND OTHER PERSONNEL**

**Section 1. Executive Director.** The Corporation may select and retain an Executive Director by resolution. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the Land Bank.

**Section 2. Duties and Responsibilities of Executive Director.** The Executive Director shall report to the Chair of the Board of the Corporation. He or she shall have general supervision and management of the Corporation and all Corporation staff and employees shall report directly to the Executive Director. Except as may otherwise be authorized by a resolution adopted by the Board, the Executive Director shall:

(a) cosign all purchase orders and instruments and checks over certain dollar thresholds as may be established from time to time by the Board (said instruments may be countersigned by the Chief Financial Officer, or other officer or Member as shall be designated by the Board);

(b) prepare the annual budget of the Corporation with the consultation and cooperation of the Audit Committee, the Chief Financial Officer and Deputy Financial Officer for submission to the Board for approval; and

(c) sign all purchase orders, under the direction of the board by resolution and the Chief Financial Officer. Furthermore, the Executive Director shall assist the Chair with such matters as the Chair or the Board may request in furtherance of the Corporation's public purposes. The Executive Director shall be charged with leading the Corporation in carrying out its Mission Statement and fulfilling its public purposes. The Executive Director shall also perform all other duties customarily incident to the office of a Executive Director of a land bank corporation and local public authority of the State of New York and such other duties as from time to time may be assigned by the Board.

**Section 3. Chief Financial Officer.** The Corporation shall select and retain a Chief Financial Officer by resolution, which resolution shall set the Chief Financial Officer's annual compensation.

**Section 4. Duties and Responsibilities of Chief Financial Officer.** In the absence or incapacity of the Executive Director, the Chief Financial Officer shall exercise the duties and responsibilities of the Executive Director. Except as may otherwise be authorized by a resolution of the Board, if the office of the Executive Director shall be vacant the Chief Financial Officer of the Corporation shall be the Acting Executive Director of the Corporation until such time as the Board has appointed a replacement Executive Director. The Chief Financial Officer of the Corporation shall assist the Executive Director in the carrying out of the Corporation's purposes and in fulfillment of the Corporation's public purposes. The Chief Financial Officer shall oversee the maintenance of the books and accounts of the Corporation. The Chief Financial Officer shall also perform all other duties customarily incident to the office of a Chief Financial Officer of a public benefit corporation and public authority of the State of New York and such other duties as from time to time may be assigned by the Board. The Chief Financial Officer shall be the Chief Compliance Officer of the Corporation for purposes of ensuring that the Corporation is in full compliance with all provisions

of the Public Authorities Accountability Act (hereinafter "PAAA") applicable to the Corporation. The Chief Financial Officer shall prepare and distribute all annual reports required by the PAAA and as may otherwise be required by the Office of the Comptroller of the State of New York. The Chief Financial Officer of the Corporation, shall assist the Executive Director, Deputy Financial Officer and Chair in preparing the annual budget of the Corporation for submission to the Board for approval and he or she shall distribute all copies of the annual budget of the Corporation to all persons required by the PAAA. The Chief Financial Officer shall assist the Audit Committee of the Board in carrying out their functions. The Chief Financial Officer of the Corporation shall be the Contracting Officer of the Corporation for the disposition of real and personal property in accordance with the provisions of the PAAA. The Chief Financial Officer shall be the Freedom of Information Officer of the Corporation in accordance with the provisions of the New York State Freedom of Information Law, Article 6 of the New York Public Officers Law.

**Section 5. Deputy Financial Officer.** The Corporation may select and retain a Deputy Financial Officer by Resolution, which resolution shall set the Deputy Financial Officer's Annual compensation.

**Section 6. Duties and Responsibilities of Deputy Financial Officer.** The Deputy Financial Officer shall be the assistant to the Chief Financial Officer of the Corporation. The Deputy Financial Officer of the Corporation shall assist the Executive Director and Chief Financial Officer in carrying out the Corporation's purposes to fulfill the Corporation's public purposes under the PAAA. The Deputy Financial Officer shall keep and maintain the books and accounts of the Corporation and shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and shall deposit all such funds in the name of and to the credit of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board. The Deputy Financial Officer shall payout and disburse such moneys under the direction of the Executive Director and the Chief Financial Officer. All such purchase orders and instruments and checks over certain dollar threshold as may be established from time to time by the Board shall be signed by the Executive Director or the Chief Financial Officer of the Board, or other officer or Member as shall be designed by the Board. The Deputy Financial Officer of the Corporation shall assist the Executive Director and Chief Financial Officer of the Corporation in the preparation of the annual budget of the Corporation for submission to the Board for approval.

**Section 7. Compliance Officer.** The Corporation shall appoint a Compliance Officer by resolution, who may be the Chief Financial Officer, or any other employee of the Corporation. The Compliance Officer shall be responsible for insuring that the Corporation complies with all financial and other reporting requirements imposed by law, including those requirements in the General Municipal Law and the Public Authorities Law of New York State. The Compliance Officer shall be the "Contracting Officer" (as such term is defined in Section 2895 of New York's Public Authorities Law).

**Section 8. Additional Personnel.** The Corporation may from time to time employ such personnel as the Corporation, upon the recommendation of the Executive Director, deems necessary to exercise the Corporation's powers, duties and functions as prescribed by the PAAA and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel shall be determined by the Corporation subject to the laws of the State of New York.

**Section 9. City or County Personnel.** The Corporation may, with the consent of the City and/or the

County, use the agents, employees and facilities of the City and/or the County Municipality: In such event, the Corporation will, by resolution, enter into a contract with the City or the County (as the case may be) providing the terms upon which the City or the County will provide the use of its agents, employees and facilities to the Corporation and the compensation, if any, that the Corporation shall pay to the City or the County for the use by the Corporation of the City or County's agents, employees and facilities.

## **ARTICLE VI- CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS**

**Section 1. Execution of Contracts.** The Board, except as in these By-laws and Article 16 of N-PCL otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation to either into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but, unless so authorized by the Board, or expressly authorized by these By-laws, no officers, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily in any amount for any purpose.

**Section 2. Loans.** No loans shall be contracted on behalf of the Corporation unless specifically authorized by the Board.

**Section 3. Checks, Drafts, Etc.** All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by these By-laws or by resolution of the Board.

**Section 4. Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select or in the absence of such selection by the Board, as the Executive Director in consultation with the Chief Financial Officer and Deputy Financial Officer.

## **ARTICLE VII - INDEMNIFICATION AND INSURANCE**

**Section 1. Authorized Indemnification.** Unless clearly prohibited by law or Section 2 of this Article, the Corporation shall indemnify any person ("Indemnified Person") made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the Corporation, by reason of the fact that he or she (or his or her testator or intestate). whether before or after adoption of this Section, (a) is or was a Member or officer of the Corporation, or (b) in addition is serving or served, in any capacity, at the request of the Corporation, as a Member or officer of any other corporation, or any partnership, joint venture, trust, Employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

**Section 2. Prohibited Indemnification.** The Corporation shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board in good faith determines, that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

**Section 3. Advancement of Expenses.** The Corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Corporation, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or Section 2 of this Article. An Indemnified Person shall cooperate in good faith with any request by the Corporation that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

**Section 4. Indemnification of Others.** Unless clearly prohibited by law or Section 2 of this Article, the Board may approve Corporation indemnification as set forth in Section 1 of this Article or advancement of expenses as set forth in Section 3 of this Article, to a person (or the testator or intestate of a person) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

**Section 5. Determination of Indemnification.** Indemnification mandated by a final order of a Court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court the Board shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-laws. Before indemnification can occur the Board must explicitly find that such indemnification will not violate the provisions of Section 2 of this Article. No Member with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Members is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under than applicable law and these By-laws.

**Section 6. Binding Effect.** Any person entitled to indemnification under these By-laws has a legally enforceable right to indemnification, which cannot be abridged by amendment of these By-laws with respect to any event, action or omission occurring prior to the date of such amendment.

**Section 7. Insurance.** The Corporation is not required to purchase Directors' and officers' liability insurance, but the Corporation may purchase such insurance if authorized and approved by the Board. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs

as a result of this Article or operation of law and it may insure directly the Members, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

**Section 8. Nonexclusive Rights.** The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Corporation with any Member, officer, employee or volunteer providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject in all cases to the limitations of Section 2 of this Article.

## **ARTICLE VIII - CONFLICTS OF INTEREST**

**Section 1. Definition of Conflicts of Interest.** A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Corporation policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any family member (spouse, domestic partner, grandparents, parents, children, grandchildren, great grandchildren, brothers or sisters (whether whole or half-blood), and spouses of these individuals; or (c) any organization in which he or a family member is a Member, trustee, officer, member, partner or more than 10% of the total (combined) voting power. Service on the board of another not-for-profit corporation does not constitute a conflict of interest.

**Section 2. Disclosure of Conflicts of Interest.** A Member or officer shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his duties with respect to any matter involving the conflict which comes before the Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; (c) as soon as possible after the Member or officer learns of the conflict; and, (d) on the annual conflict of interest disclosure form. The Secretary of the Corporation shall distribute annually to all directors, officers and key employees (as identified by the Corporation), a form soliciting the disclosure of all conflicts of interest, including specific information concerning the terms of any contract or transaction with the Corporation and whether the process for approval set forth in this policy was used. Such disclosure form may require disclosure of other relationships that may not constitute an actual conflict of interest, but which are required to be disclosed in order for the Corporation to comply with its annual reporting requirements.

**Section 3. Approval of Contracts and Transactions Involving Potential Conflicts of Interest.** A Member or officer who has or learns about a potential conflict of interest should disclose promptly to the Secretary of the Corporation the material facts surrounding any potential conflict of interest, including specific information concerning the terms of any contract or transaction with the Corporation. All effort should be made to disclose any such contract or transaction and have it approved by the Board before the arrangement is entered into. Following receipt of information concerning a contract or transaction involving a potential conflict of interest) the Board shall consider the material facts concerning the proposed contract or transaction, including the process by which the decision was made to recommend entering into the arrangement on the terms proposed. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Corporation and the arrangements are consistent with the best interests of the Corporation. Fairness

includes, but is not limited to, the concepts that the Corporation should pay no more than fair market value for any goods or services which the Corporation receives and that the Corporation should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Corporation.

**Section 4. Validity of Actions.** No contract or other transaction between the Corporation and one or more of its Members or officers, or between the Corporation and any other corporation, firm, association or other entity in which one or more of its Members or officers are Members or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Member or Members or officer or officers are present at the meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction, or that his or their votes are counted for such purpose, if the material facts as to such Member's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Member or officers. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Members of the Board or committee which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Member or officer should not be present at the meeting.

**Section 5. Employee Conflicts of Interest.** An employee of the Corporation with a potential conflict of interest in a particular matter shall promptly and fully disclose the potential conflict to his supervisor. The employee shall thereafter refrain from participating in deliberations and discussion, as well as any decision relating to the matter and follow the direction of the supervisor as to how the Corporation decisions which are the subject of the conflict will be determined. The Executive Director shall be responsible for determining the proper way for the Corporation to handle Corporation decisions which involve unresolved employee conflicts of interest. In making such determinations, the Executive Director may consult with legal counsel. The CEO shall report to the Board at least annually concerning employee conflicts of interest which have been disclosed and contracts and transactions involving employee contract which the President has approved.

## **ARTICLE IX- COMPENSATION**

**Section 1. Reasonable Compensation.** It is the policy of the Corporation to pay no more; than reasonable compensation for personal services rendered to the Corporation by Officers and employees. The Members shall not receive compensation for fulfilling their duties as Members, although Members may be reimbursed for actual out-of-pocket expenses, which they incur in order to fulfill their duties as Members. Expenses of spouses will not be reimbursed by the Corporation unless the expenses are necessary to achieve a Corporation purpose.

**Section 2. Approval of Compensation.** The Board must approve in advance the amount of all compensation for officers of the Corporation. Before approving the compensation of an officer, the Board shall determine that the total compensation to be provided by the Corporation to the officer is

reasonable in amount in light of the position, responsibility and qualification of the officer for the position held, including the result of an evaluation of the officer's prior performance for the Corporation, if applicable. In making the determination, the Board shall consider total compensation to include the salary and the value of all benefits provided by the Corporation to the individual in payment for services. At the time of the discussion and decision concerning an officer's compensation, the officer should not be present in the meeting. The Board shall obtain and consider appropriate data concerning comparable compensation paid to similar officers in like circumstances. The Board shall set forth the basis for its decisions with respect to compensation in the minutes of the meeting at which the decisions are made, including the conclusions of the evaluation and the basis for determining that the individual's compensation was reasonable in light of the evaluation and the comparability data.

## **ARTICLE X - GENERAL**

**Section 1. Books and Records.** These shall be kept at the office of the Corporation:

(1) correct and complete books and records of accounts; (2) minutes of the proceedings of the Board and the standing and special Committees of the Corporation; (3) a current list of the Members and the officers of the Corporation and their residence addresses; (4) a copy of these By-laws; (5) a copy of the Corporation's application for recognition of exemption with the Internal Revenue Service (if applicable); and (6) copies of the past three (3) years information returns to the Internal Revenue Service (if applicable). Any other books and records required by law to be kept by the Corporation.

**Section 2. Loans to Members and Officers.** No loans shall be made by the Corporation to its Members or Officers, or to any other company, corporation, firm, association or other entity in which one or more of the Members or Officers of the Corporation are members, directors or officers or hold a substantial financial interest except as allowed by law.

**Section 3. Fiscal Year.** The fiscal year of the Corporation shall commence on January 1 in each calendar year and shall end on December 31 of each calendar year.

**Section 4. Training.** All Members shall participate in training approved by the State of New York regarding their legal, fiduciary, financial and ethical responsibilities as members within one (1) year of appointment to the Board, and all Members of the Board shall participate in such continuing training as may be required to remain informed of best practices, regulatory and statutory changes relating to the effective oversight of the management and financial activities of the Corporation and adhere to the highest standards of responsible governance.

## **ARTICLE XI -AMENDMENTS**

**Section 1. Amendments to By-laws.** The By-laws of the Corporation may be amended or repealed only by the vote of four-fifths (4/5) of the voting Members of the Board. Any amendments to the By-laws regarding the number, term or qualifications of members of the Board, shall require the approval of the Chemung County Legislature and the Elmira City Council.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF CHEMUNG

INDEX NO. 2020-5003

BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A. AS TRUSTEE FOR MORTGAGE  
ASSETS MANAGEMENT SERIES I TRUST,

NOTICE OF ENTRY

Plaintiff

against

PHYTHIAS ELIJAH AS HEIR AND DISTRIBUTE  
TO THE ESTATE OF JENNIE R. ELIJAH, ANNIE  
WATKINS AS HEIR AND DISTRIBUTE TO THE  
ESTATE OF JENNIE R. ELIJAH, UNKNOWN  
HEIRS AND DISTRIBUTE TO THE ESTATE OR  
JENNIE R. ELIJAH any and all persons unknown to  
plaintiff, claiming, or who may claim to have an  
interest in, or general or specific lien upon the real  
property described in this action; such unknown  
persons being herein generally described and intended  
to be included in the following designation, namely:  
the wife, widow, husband, widower, heirs at law, next  
of kin, descendants, executors, administrators,  
devisees, legatees, creditors, trustees, committees,  
lienors, and assignees of such deceased, any and all  
persons deriving interest in or lien upon, or title to said  
real property by, through or under them, or either of  
them, and their respective wives, widows, husbands,  
widowers, heirs at law, next of kin, descendants,  
executors, administrators, devisees, legatees, creditors,  
trustees, committees, lienors and assigns, all of whom  
and whose names, except as stated, are unknown to  
plaintiff; SECRETARY OF HOUSING AND  
URBAN DEVELOPMENT; THE CITY OF  
ELMIRA, THE UNITED STATES OF AMERICA;  
NEW YORK STATE DEPARTMENT OF  
TAXATION AND FINANCE; PHYTHIAS ELIJAH  
S/H/A JOHN DOE #1; "JOHN DOE" AS JOHN DOE  
#2; "JOHN DOE" AS JOHN DOE #3; "JOHN DOE"  
AS JOHN DOE #4,

Defendant(s).

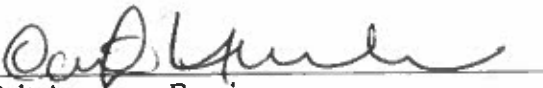
PLEASE TAKE NOTICE that the within is a true copy of an entered ORDER  
CONFIRMING REFEREE REPORT AND JUDGMENT OF FORECLOSURE AND SALE  
granted on February 7, 2025 and entered in the office of the clerk of the within named Court on  
February 20, 2025.

19-359968 - KeH



Dated: Westbury, New York  
March 14, 2025

Robertson, Anschutz, Schneid, Crane & Partners, PLLC  
Attorney for Plaintiff

BY:   
Orit Avraham, Esquire  
900 Merchants Concourse  
Suite 310  
Westbury, New York 11590

TO:

UNITED STATES ATTORNEY'S OFFICE - WESTERN DISTRICT OF NEW YORK  
MARY K. ROACH, ESQ.  
ATTORNEY FOR SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
C/O UNITED STATES ATTORNEY'S OFFICE - WESTERN DISTRICT OF NEW YORK  
138 DELAWARE AVENUE  
BUFFALO, NY 14202

CORPORATION COUNSEL  
JOHN J. RYAN, JR., ESQ.  
ATTORNEY FOR THE CITY OF ELMIRA  
C/O CORPORATION COUNSEL  
317 EAST CHURCH STREET  
ELMIRA, NY 14901

PYTHIAS L. ELIJAH S/H/A JOHN DOE #1  
1106 GRAND CENTRAL AVENUE  
ELMIRA, NY 14901

PHYTHIAS ELIJAH AS HEIR AND DISTRIBUTE TO THE ESTATE OF JENNIE R.  
ELIJAH  
1106 GRAND CENTRAL AVE 1  
ELMIRA, NY 14901

---

**Agenda Summary:** Act on resolution rejecting the sole bid for RFB-342 New/Unused 2025 UTV (Utility Terrain Vehicle) purchase as the bid did not meet bid specifications and authorizing submission of requests for new bids.

**Resolution Number:** 2025-130

**Sponsor:** Mayor Mandell

**ATTACHMENTS**

[resolution rejecting bids RFB 342 New-Unused UTV 5.5.2205.docx](#)

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**WHEREAS**, bids for the RFB-342 New/Unused 2025 UTV (Utility Terrain Vehicle) for the City of Elmira were opened on March 11, 2025; and

**WHEREAS**, the sole bid submitted was for a 2024 UTV; and

**WHEREAS**, the bid specifically requested bids for a New/Unused 2025 UTV; and

**WHEREAS**, the City Buildings and Grounds Department is recommending that the bid be rejected as it does not meet bid specifications; and

**WHEREAS**, the City Buildings and Grounds Department requests the issuance of a new rebid;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Council of the City of Elmira, New York hereby rejects all bids for the New/Unused 2025 UTV (Utility Terrain Vehicle) purchase and does authorize submission of requests for new bids.

**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 adopting Local Law #2 of 2025 of the City of Elmira, New York, to Amend Section 241 of the Charter of the City of Elmira.

**Resolution Number:** 2025-131

**Sponsor:** Joseph Duffy

### ATTACHMENTS

[resolution local law #2 of 2025 - amend section 241 of city charter - adopting 5.5.2025.doc](#)

May 5, 2025

**RESOLUTION**  
**NO. 2025 – \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

***WHEREAS***, a proposed Local Law entitled “**A LOCAL LAW of the City of Elmira, New York, to Amend Section 241 of the Charter of the City of Elmira**”, was duly presented by Council as a Whole for a first reading at a Regular Meeting of this Council held on February 10, 2025, and at said meeting of this Council was duly received, ordered printed in the minutes, copies thereof in its final form having been upon the desks of members of the Council for at least seven (7) calendar days, exclusive of Sunday, prior to this day, and a public hearing having been duly held on February 24, 2025, before the Council upon public notice provided by law, and the said proposed local law having been read in its final form at this meeting;

***NOW, THEREFORE***, be it

***RESOLVED***, that said proposed Local Law entitled “**A LOCAL LAW No. 2 OF 2025 of the City of Elmira, New York, to Amend Section 241 of the Charter of the City of Elmira**” and reading as follows, be and hereby is adopted and enacted, to-wit:

**LOCAL LAW NO. 2 OF 2025**  
**A LOCAL LAW OF THE CITY OF ELMIRA, NEW YORK TO**  
**AMEND SECTION 241 OF THE CHARTER**  
**OF THE CITY OF ELMIRA**

***BE IT ENACTED*** by the Council of the City of Elmira, New York, as follows:

**Section 1.** Legislative Intent.

It Is the intent of this local law (1) to specifically establish the form of written notice to be delivered to the City Manager and (2) to identify the specific persons upon whom process commencing an action against the City shall be served.

**Section 2.** Section 241 of the City Charter is amended to read.

The City of Elmira shall not be liable for damage or injury to person or property sustained in consequence of any street, part or portion of any street including the curb

thereof and any encumbrances thereon or attachments thereto, tree, bridge, viaduct, underpass, culvert, parkway or park approach, sidewalk or crosswalk, pedestrian walk or path, or traffic control sign or signal, being defective, out of repair, unsafe, dangerous or obstructed, or in consequence of the existence or accumulation of snow or ice upon any street, bridge, viaduct, underpass, culvert, parkway or park approach, sidewalk or crosswalk, pedestrian walk or path, unless, previous to the occurrence resulting in such damage or injuries, written notice of such alleged condition relating to the particular place and location was delivered to the city manager in the form of a written physical hard copy and there was a failure or neglect within a reasonable time, not less than 48 hours, thereafter to remedy or correct the alleged condition complained of.

All claims against the city for damage, or injury alleged to have arisen from the defective street, part or portion of any street including the curb thereof and any encumbrances thereon or attachments thereto, tree, bridge, viaduct, underpass, culvert, parkway or park approach, sidewalk or crosswalk, pedestrian walk or path, or traffic control sign or signal, being defective, out of repair, unsafe, dangerous, or obstructed or in consequence of the existence or accumulation of snow or ice upon any street, bridge, viaduct, underpass, culvert parkway or park approach, sidewalk or crosswalk, pedestrian walk to path, shall within three (3) months after the happenings of such damage or injury, be presented by or in behalf of such claimant to the mayor or corporation counsel in writing signed by the claimant or his agent or attorney, and duly verified by one of such parties describing the time and location of the place where such injury occurred, cause

and extent of damage or injury. The omission to present such claim as aforesaid within said three months shall be a bar to any action or proceeding therefor against the city. No action for such damages or injury shall be maintained unless commenced within two (2) years from the happening of the same. Every process commencing an action against the city shall be served on those persons designated pursuant to New York State Civil Practice Law and Rules, section 311(a)(3).

**Section 3.** Effective Date. This local law shall take effect upon adoption, publication and filing with the New York State Secretary of State.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

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

## Elmira City Council

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Summary:</b>    | Receive communication from the City Manager and act on resolution approving an inspection contract with Davis-Ulmer Fire Protection for a one-year term commencing June 1, 2025 and expiring May 31, 2026 at a total annual cost to the City of \$2,000.00 (\$500.00 quarterly) and authorizing the City Manager to execute the inspection renewal agreement; said agreement subject to Corporation Counsel approval. |
| <b>Resolution Number:</b> | 2025-132                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Sponsor:</b>           | Jackie Wilson                                                                                                                                                                                                                                                                                                                                                                                                         |

### ATTACHMENTS

[resoluton davis-ulmer dry sprinkler system inspection agmt 2025-2026 5.5.2025.doc](#)

May 5, 2025

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City utilizes the services of Davis-Ulmer Fire Protection to inspect on a quarterly basis the fire suppression system located at City's Department of Public Works. The current contract will expire on May, 31 2024. Davis-Ulmer is proposing a new one-year contract at an annual cost of \$2,000.00 (\$500.00 quarterly).

The following resolution approves the new contract and authorizes the City Manager to sign it.

Respectfully yours,

P. Michael Collins  
City Manager

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the renewal of an inspection agreement with Davis-Ulmer Fire Protection to quarterly inspect the dry sprinkler system at the City's Department of Public Works, be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York does hereby approve an inspection contract with Davis-Ulmer Fire Protection for a term of one (1) year commencing June 1, 2025 and expiring May 31, 2026 at a total annual cost of \$2,000.00 (\$500.00 quarterly); and be it further

**RESOLVED**, that the City Manager be and hereby is authorized to execute the inspection renewal agreement; 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        |  |

**Agenda Summary:**

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with New York State Industries for the Disabled, Inc. to provide maintenance services at Eldridge, Grove and McKinnon Parks for 17 weeks during the 2025 spring and summer seasons (commencing May 1, 2025 through April 30, 2026) at a total cost to the City of \$33,978.73; said agreement subject to Corporation Counsel approval.

**Resolution Number:**

2025-133

**Sponsor:**

Corey Cooke

**ATTACHMENTS**

[resolution NYSID 2025-2026 parks janitorial eldridge grove mckinnon parks 5.5.2025.doc](#)  
[2025-2026 parks price concurrence signed.pdf](#)

May 5, 2025

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to Section 162 of the State Finance Law, the New York State Office of General Services has approved the pricing for maintenance services at Eldridge Park, Grove Park and McKinnon Park, which services shall be provided through the New York State Industries for the Disabled, Inc. by Chemung ARC. The contract price for 17 weeks totals \$33,978.73 for the 2025 spring and summer seasons with special events/additional hours at a cost of \$41.19/hour.

The following resolution authorizes the Mayor to execute an Agreement with New York State Industries for the Disabled, Inc. for said services commencing May 1, 2025 and expiring on April 30, 2026, a copy of the Request for Price Concurrence dated April 17, 2025 is attached hereto.

Respectfully yours,

P. Michael Collins  
City Manager

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the maintenance contract for Eldridge Park, Grove Park and McKinnon Park, be received and placed on file; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute an agreement with the New York State Industries for the Disabled, Inc. for it to provide maintenance services at Eldridge Park, Grove Park and McKinnon Park for 17 weeks during the 2025 spring and summer seasons (proposed term from May 1, 2025 through April 30, 2026) at a total cost of \$33,978.73, with special events/additional hours at a cost of \$41.19/hour; 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        |  |



## Request for Price Concurrence

Date Sent: April 1, 2025  
 Contracting Agency: City of Elmira  
 Customer Contact: Tricia Wise  
 Job Title: Purchasing Coordinator  
 Street Address: 203 Lake Street, PO Box 588  
 City, State Zip: Elmira, NY 14902-0588

PLEASE UPDATE  
 INFORMATION IF  
 NEEDED

Phone: 607-737-2917

Fax#

E-Mail: [twise@chemungcountyny.gov](mailto:twise@chemungcountyny.gov)[ksullivan@cityofelmira.net](mailto:ksullivan@cityofelmira.net)[kcardi@cityofelmira.net](mailto:kcardi@cityofelmira.net)

Member Agency: Chemung-Schuyler Counties Chapter, NYSARC, Inc. dba The Arc of Chemung-Schuyler

Service: Janitorial

Location: City Parks- Eldridge, Grove and McKinnon

Proposed Price: \$1,998.75 per week. \$33,978.73 per 17-week term

If a Renewal, Current Contract # Renewal-014375

Proposed Term: 5/1/2025 - 4/30/2026

**This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.**

**Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.**

**All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.**

Contract Notes: \$1,998.75 per week. \$33,978.73 per 17-week term.

Eldridge Park \$470.67 per week, Grove and McKinnon Park \$764.04 per week;

\$764.04 \$470.67+\$764.04+\$764.04= \$1,998.75 per week total;

Special Events/Additional Hours: \$41.19;

Pricing Subject to Prevailing Wage

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.

E-mail: [mmastando@nysid.org](mailto:mmastando@nysid.org)

ATTN: Mastando, Madison

Phone: 518-463-9706

11 Columbia Circle Drive

Ext.: 0253

Albany, NY 12203-5156

Authorized Signature:

NYSID Account Representative

Printed Name:

Tucci, Kathryn

Job Title:

Date:

*Kyle Sullivan*  
 KYLE SULLIVAN  
 Director  
 4/17/2025

☐ See attached documents in lieu of signed form

**Agenda Summary:**

Receive communication from the City Manager and act on resolution approving the extension of the agreement for one additional year (Option #3 of #4) between the City and New York State Industries for the Disabled, Inc. to provide building janitorial services commencing retroactively to April 1, 2025 through March 31, 2026 at a cost to the City of \$60,257.24 and authorizing the Mayor to execute the extension/addendum #3 of #4; said addendum subject to Corporation Counsel approval.

**Resolution Number:**

2025-134

**Sponsor:**

Nan Moss

**ATTACHMENTS**

[resolution NYSID janitorial option 3 or 4 one-year extension 4.1.2025-3.31.2026 5.5.2025.doc](#)  
[NYSID Price Concurrence Renewal Option 3 of 4 - 4.1.2025-3.31.2026.pdf](#)

May 5, 2025

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Council Members:

Janitorial services for City Hall, the building located at 312 Lake and the DPW building on Linden Place are provided by New York State Industries for the Disabled, Inc. (NYSID). The City entered into an Agreement with NYSID on June 6, 2022, which Agreement provided for four (4) one-year options to renew. The Addendum to Agreement (Option #2 of #4) expired March 31, 2025. The Director of Buildings and Grounds recommends that the City renew/extend the janitorial services agreement for one additional year, effective retroactively to April 1, 2025 through March 31, 2026 (Option #3 of #4). A Request for Price Concurrence was provided on April 28, 2025 for the 2025-2026 renewal term at an annual cost to the City in the amount of \$60,257.64 (\$5,021.47/month) and \$64.68 an hour for emergency services as needed, a copy of which is attached, providing the Agreement be renewed for up to one (1) additional year under the same terms and conditions contingent upon the Elmira City Council's approval.

The following resolution authorizes the extension of the contract and authorizes the Mayor to execute an Addendum (#3 of #4) to the June 6, 2022 Agreement.

Respectfully yours,

P. Michael Collins  
City Manager

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the extension of the City's contract with New York State Industries for the Disabled, Inc. (NYSID) for building janitorial services, be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York does hereby approve the extension of the contract between the City and NYSID for an additional one (1) year commencing retroactively to April 1, 2025 through March 31, 2026, upon the same terms and conditions of the June 6, 2022 Agreement at a cost to the City of \$60,257.64; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute an extension/addendum of said agreement; said addendum 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        |  |



## Request for Price Concurrence

Date Sent: April 28, 2025  
 Contracting Agency: City of Elmira  
 Customer Contact: Tricia Wise  
 Job Title: Purchasing Coordinator  
 Street Address: 203 Lake Street, PO Box 588  
 City, State Zip: Elmira, NY 14902-0588

PLEASE UPDATE  
INFORMATION IF  
NEEDED

Phone: 607-737-2917

Fax# \_\_\_\_\_

E-Mail: twise@chemungcountyny.gov;  
ksullivan@cityofelmira.net  
kcardi@cityofelmira.net

Member Agency: Chemung-Schuyler Counties Chapter, NYSARC, Inc. dba The Arc of Chemung-Schuyler

Service: Janitorial

Location: City Hall: 317 E Church St Elmira, NY 14901, Public Works Bldg.: 840 Linden Place Elmira, NY 14901 & 312 Lake Street Elmira, NY 14901

Renewal Option 3 of 4, 4/1/2025-3/31/2026

City Hall: \$2,733.75/month (\$2,650.03/month Regular Services + \$83.72/month Periodic Services)

DPW: \$1,630.38/month (\$1,534.10/month Regular Services + \$96.28/month Periodic Services)

312 Lake St: \$657.34/month (\$567.02/month Regular Services + \$90.32/month Periodic Services)

Emergency Services: \$64.68/hr

Total: \$5,021.47/month, \$60,257.64/year

Subject to Prevailing Wage and Supplemental Benefits adjustments as mandated by NYS Department of Labor.

Proposed Price:

If a Renewal, Current Contract # Contract#2024-130/PO#2024-00000340

Proposed Term: Renewal Option 3 of 4, 4/1/2025-3/31/2026

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.

All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

## Contract Notes:

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.

E-mail: SErdile@nysid.org

ATTN: Erdile, Simon

Phone: 518-463-9706

11 Columbia Circle Drive

Ext.: 248

Albany, NY 12203-5156

Fax: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

NYSID Account Representative

Printed Name: \_\_\_\_\_

Werder, Margie

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agenda Summary:**

Receive communication from the City Manager and act on resolution authorizing and approving a 3-yr agreement with PMA Companies to provide Workers' Compensation third-party administration and risk services to the City, commencing retroactively to April 1, 2025 and expiring March 31, 2028, with a flat annual cost of \$32,025.00 for the first, second and third years of the agreement and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

**Resolution Number:**

2025-135

**Sponsor:**

Gary Brinn

**ATTACHMENTS**

[resolution PMA companies workers' comp 3rd-party admin 3-yr contract 5.5.2025.doc](#)  
[PMA Management Corp - TPA Agreement 2025-2030.pdf](#)

May 5, 2025

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2020-81, the City entered into a third-party administrative and risk services three-year term agreement with PMA Companies, which agreement could also be extended up to two one-year terms, which expired March 31, 2025. PMA has submitted a proposed agreement continuing to provide the City with Workers' Compensation third-party administrative and risk services commencing retroactively to April 1, 2025 and expiring March 31, 2028. PMA's new proposal for a three-year agreement with a flat annual fee is \$32,025.00 for the first, second and third years of the agreement.

The following resolution approves the agreement with PMA Companies and authorizes the Mayor to execute the agreement subject to the approval of the Corporation Counsel.

Respectfully submitted,

P. Michael Collins  
City Manager

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the City entering into a three-year agreement with PMA Companies to provide Workers' Compensation third-party administration and risk services commencing retroactively to April 1, 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 a three-year agreement with PMA Companies to provide Workers' Compensation third-party administration and risk services to the City, commencing retroactively to April 1, 2025 and expiring March 31, 2028, with the first year being at a flat annual cost of \$32,025.00 for the first, second and third years of the agreement; and be it further

**RESOLVED**, that the Mayor be and hereby is authorized to sign the agreement with PMA Companies for a term of three (3) years; 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 THIRD PARTY CLAIM ADMINISTRATIVE SERVICES**

**THIS IS AN AGREEMENT** for third party claim administrative services (“**TPA services**”) made as of the 1<sup>st</sup> day of April, 2025, by and between PMA Management Corp. (“**PMA**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, Pennsylvania 19422 and City of Elmira, New York (“**Client**”), a corporation duly incorporated under the laws of the State of New York, whose principal place of business is located at 317 E. Church Street, Elmira, NY 14901.

### **RECITALS**

**CLIENT** is authorized by the State of New York to self-insure its workers’ compensation program, or has procured a policy of insurance with an insurance company for its workers’ compensation insurance program;

**PMA**, a duly authorized provider of third party administrator (“**TPA**”) services in the State of New York, hereby agrees to provide Client TPA and other services which are more fully described herein; and

**CLIENT**, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

**ACCORDINGLY**, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### **1. DEFINITIONS**

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- d) “**Clinical Case Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- e) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability or liability assessment, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed \$3,500.

- f) **“Prior Agreement”** shall mean the prior agreement for third party claim administrative services entered into between PMA and Client, as amended.
- g) **“Qualified Claim”** shall mean any Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, as well as any Takeover Claim that PMA agrees to service under this Agreement, and any Indemnity Claim, Medical Only Claim, or Record Only Claim serviced under the Prior Agreement.
- h) **“Record Only Claim”** shall mean any incident reported for statistical purposes only and specifically identified as a Record Only Claim at the time of the initial report, with no (1) reserve, (2) involvement of PMA personnel for follow up, outreach or any other activity other than recording the incident in PMA’s system, (3) subrogation activity, (4) litigation activity and the claim is not otherwise contested, (5) payment of any type required or time lost from work, (6) investigation or review regarding compensability or liability assessment, or (7) carrier report, excess reporting requirement, client meeting or settlement authority approval.

## 2. **TERM**

This Agreement is effective beginning April 1, 2025 (**“Effective Date”**) for a term of three years until March 31, 2028. Thereafter and at the option of the Client, this Agreement may be extended for up to two one-year terms, the first commencing April 1, 2028 and expiring March 31, 2029 (**“2028-29 Extension Term”**), and the second commencing April 1, 2029 and expiring March 31, 2030 (**“2029-30 Extension Term”**).

## 3. **TPA SERVICES**

- a) PMA shall provide customary and appropriate workers’ compensation claim handling services for all Qualified Claims, including up to X Indemnity and Y Medical Only Takeover Claims. Specifically, with regard to:
  - i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
  - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
  - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.

PMA shall determine whether a claim is an Indemnity Claim, a Medical Only Claim, or a Record Only Claim for all purposes under this Agreement.

- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall have full discretion to establish reserves for any Qualified Claim up to \$25,000 (**“Discretionary Authority Limit”**). PMA shall have full discretion to settle any Qualified

Claim for an amount not to exceed the Discretionary Authority Limit and shall not need the approval of Client to consummate such settlement. This amount may be changed at any time by Client upon 10 days prior written notice to PMA. Failure of PMA to settle a Qualified Claim within such limit, however, shall not subject PMA to any liability if a judgment, determination or a settlement of such Qualified Claim exceeds such limit.

- d) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- e) Upon Client's request, PMA will provide status reports in accordance with PMA's customary business practice for all Qualified Claims having total incurred losses of \$50,000 or above.
- f) If requested by Client during the term of this Agreement, PMA will provide up to two telephonic claim reviews annually based on mutually agreed upon claims selection.
- g) If requested by Client during the term of this Agreement, PMA will provide an annual stewardship report.

#### 4. EXCESS REPORTING SERVICES

- a) If the Client has in place an excess insurance carrier or carriers ("**Carrier(s)**"), PMA will report to Client's Carriers all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:
  - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
  - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
  - iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.
  - iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.

PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client. for a period of 120 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, unless it is obligated pursuant to the indemnification provisions of this Agreement to provide additional collection responsibilities for that outstanding balance.

Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.

#### 5. MANAGED CARE SERVICES

- a) Client agrees to exclusively utilize the following PMA managed care services:

- i.** PMA's medical bill review and repricing services, which may include but are not limited to:
  - 1.** reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
  - 2.** utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
- ii.** PMA's managed care networks which include:
  - 1.** traditional networks (e.g. physicians and medical facilities);
  - 2.** specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);
  - 3.** state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and
  - 4.** out-of-network services from PMA and third party vendors.
- iii.** PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).
- iv.** Utilization of clinical case management services when any of the following criteria are met:
  - 1.** surgical procedure;
  - 2.** spinal cord injury;
  - 3.** occupational disease or a pandemic requiring medical treatment;
  - 4.** third degree burns;
  - 5.** multiple complex fractures;
  - 6.** crush injuries requiring poor initial medical outcome;
  - 7.** head injuries with cognitive impairment or loss of consciousness;
  - 8.** immediate post-injury hospital admission;
  - 9.** multiple trauma; or
  - 10.** adjuster identified assignments.

Continued clinical case management will proceed at the discretion of PMA.

- b)** PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.
- c)** PMA's Clinical Case Managers are authorized to provide PMA's pharmacy intervention services on all claims at PMA's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease Control

guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.

- d)** PMA is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
  - i.** Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
  - ii.** Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
  - iii.** Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
  - iv.** Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e)** PMA is authorized to employ prospective and concurrent utilization review services that may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.
- f)** Upon Client request, PMA will utilize PMA Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Clinical Case Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.
- g)** PMA may retain third party vendors for the purpose of providing specific medical management services.

## **6. RISK CONTROL SERVICES**

- a)** Upon request, PMA will:
  - i.** perform a risk management assessment;
  - ii.** prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
  - iii.** provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);

- iv. create and administer a specific risk control service project mutually agreed upon with Client.
  - b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

## 7. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")

- a) PMA will provide the following RMIS services:
  - i. upon request, a standard conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
  - ii. access to PMA's RMIS for up to three users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
  - iii. standard reports available through PMA's RMIS;
  - iv. One monthly data file transfer to a single carrier or RMIS system ("**Standard Data Feed**");
  - v. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.
- b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
  - ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- d) Obligations of Client regarding use of PMA's RMIS:
  - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.
  - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) General Provisions regarding PMA'S RMIS:
  - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
  - ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

## 8. LITIGATION SUPPORT SERVICES

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a workers' compensation hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:
  - i. make recommendations to Client regarding claim matters relevant to the Disputed Claim;

- ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
  - iii. pursue all appropriate subrogation claims as directed by Client.
- b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines. PMA shall remain authorized to settle any Disputed Claim within the Discretionary Authority Limit or an amount in excess of the Discretionary Authority Limit that is authorized by Client.
- c) PMA is authorized to utilize legal bill analyzer services to review and process legal invoices from all defense counsel utilized by the Client.

## 9. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("**RRE**") as defined by the Centers for Medicare and Medicaid Services ("**CMS**"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA or PMA's designee to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
  - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
  - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.
- d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.
- e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA or PMA's designee as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

## 10. FUNDING of CLAIMS and EXPENSES

PMA will continue to maintain a non-interest bearing checking account in PMA's name ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule ("**Payment Register**") outlining

all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

- a) PMA, through its bank, shall send an electronic notification to Client on a weekly basis which shall indicate the total amount of claim payments and ALAE made by PMA on behalf of Client. Upon receipt of said notification, Client shall direct that a transfer in a corresponding amount be made from Client's account at Client's bank through the Automated Clearing House System to the Payment Account ("ACH Credit"). The Payment Account will initially be funded by Client in an amount which shall be equal to two weeks estimated claims payments and ALAE, and which may be revised at PMA's discretion based upon actual claims and expense payment history. If the escrow balance is depleted by 75% of its required balance, PMA shall notify Client in writing of such deficiency, and upon receipt of said notice, Client shall direct that a transfer be made in an amount sufficient to replenish the balance within three (3) business days from the date the Client receives written notification.
- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client. PMA shall have no liability to Client for any penalties, fines or assessments incurred due to Client's failure to maintain sufficient funds in the Payment Account or PMA's election to stop performing services as a result thereof.
- d) This Section of the Agreement shall survive the termination of the Agreement.

## **11. CLAIM HANDLING SERVICE FEE**

- a) The following claim handling service fees shall apply during this Agreement, payable quarterly as invoiced by PMA:
  - i. \$32,025 for the first, second and third year of this Agreement
  - ii. \$32,985 for the 2028-29 Extension Term, if applicable
  - iii. \$33,975 for the 2029-30 Extension Term, if applicable
- b) If during any term of this Agreement any individual occurrence results in more than 10 claimants as determined by PMA, then the following additional claim handling fees above and beyond the annual fee shall apply, commencing with the 11<sup>th</sup> claim and every claim thereafter for that individual occurrence:
  - i. \$850 for each Indemnity Claim
  - ii. \$125 for each Medical Only Claim

If PMA determines that additional claim handling fees apply, then PMA may bill such additional claim handling fees as they are incurred or in any other reasonable manner as PMA shall determine.

## **12. OTHER FEES**

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as fees are incurred. Fees that are due annually or monthly shall be due on the effective date of this Agreement and each annual or monthly anniversary thereafter, as applicable. The fees set forth in Exhibit A can be changed by PMA if new arrangements are made by PMA and its third party vendors. PMA shall provide Client notice of any change in fees within 10 business days of the implementation of the change.

## **13. PAYMENT of FEES**

PMA will bill Client for fees when due. If the bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments, and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

## **14. CONFIDENTIALITY**

- a)** The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
  - i.** compelled by an order of a court of competent jurisdiction;
  - ii.** mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person; or
  - iii.** mandated by applicable court discovery rules.
- b)** If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- c)** Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.

- d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
- e) PMA processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked PMA to collect for the purpose of administering Qualified Claims in accordance with this agreement (including managed care services, reporting, and other related support services) and providing risk control services. PMA shall not sell or share with third parties for marketing purposes personal information it collects pursuant to this Agreement. PMA shall not retain, use or disclose personal information relating to Client's injured workers for any commercial purpose other than for the purpose of administering Qualified Claims in accordance with this agreement (including managed care services, reporting, and other related support services), providing risk control services or as permitted by applicable law. PMA may disclose information to vendors to the extent necessary or advisable to provide the services required under this Agreement.
- f) Where applicable, (1) PMA shall comply with all applicable sections of the California Consumer Privacy Act and the regulations promulgated thereunder as in effect from time to time (the "CCPA") and PMA shall notify Client if it determines it is unable to comply, (2) Client shall have the right, upon notice, to take reasonable and appropriate steps to stop and remediate PMA's unauthorized use of personal information under the CCPA and (3) Client shall inform PMA of any consumer request made pursuant to the CCPA with which it must comply.
- g) Upon Client's request, PMA shall provide Client with its most recently completed SOC 2 or equivalent report.
- h) This Section of the Agreement shall survive the termination of the Agreement.

## 15. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA retains third party vendors to provide services under this Agreement and PMA's charges to Client may vary from the itemized charge to PMA. Client acknowledges and agrees that PMA may receive allowances or payments from vendors in connection with PMA's utilization of vendor services as consideration for PMA's efforts in the management, administration and integration of the services. If Client requests the use of a vendor not offered by PMA ("Client Vendor"), PMA may disapprove the use of the Client Vendor in its sole discretion. If PMA does not disapprove the Client Vendor and the Client Vendor services Client's Qualified Claims, then Client shall be responsible for all aspects of managing and monitoring the Client Vendor's performance, including service levels, costs and data security requirements. Client authorizes and directs PMA to share with the Client Vendor information in its possession related to the Qualified Claims being serviced by the Client Vendor. PMA shall have no liability with respect to any act or omission of the Client Vendor and Client shall indemnify, defend and hold harmless PMA from any and all liabilities resulting from PMA's interaction with a Client Vendor. So long as funds are available in the Payment Account, PMA shall pay

on behalf of Client all invoices submitted by a Client Vendor to PMA in the amount set forth in such invoice.

## **16. TERMINATION**

- a)** This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b)** This Agreement may be terminated:
  - i.** by mutual agreement of the parties;
  - ii.** by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
  - iii.** by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
  - iv.** by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
  - v.** by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
  - vi.** by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client. PMA or Client may choose to suspend all or part of PMA's obligations under this Agreement or terminate this Agreement with respect to a state or states where Client loses its self-insured status.
- c)** This Agreement shall be deemed terminated upon its normal expiration.
- d)** Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e)** Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but un-presented checks either before or after the termination of this Agreement.

- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.
- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

## 17. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability, penalties or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; (ii) a disclosure of confidential or proprietary information by Client to any third party; or (iii) Client's failure to maintain the funding required by this Agreement in the Payment Account.
- b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
- c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.
- d) Promptly after the receipt by any party seeking indemnification under this section ("Indemnatee") of notice of the commencement of any action or the assertion of any claim against such Indemnatee by a third party, such Indemnatee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnatee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnatee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnatee, which consent shall not be unreasonably withheld or delayed. If the Indemnatee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnatee from all claims at issue, the Indemnatee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.

- f) Neither party shall be liable to the other party for punitive or consequential damages.
- g) Client agrees that PMA's total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed the amount of claim handling fees billed and collected by PMA during the 12 month period immediately preceding the date Client first notifies PMA in writing of any potential action or claim.
- h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.

## 18. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

|                 |                                                                                              |
|-----------------|----------------------------------------------------------------------------------------------|
| For Client:     | Charmain Cattan<br>Chamberlain<br>City of Elmira<br>317 E. Church Street<br>Elmira, NY 14901 |
| With a copy to: | Mike Collins<br>City Manager<br>City of Elmira<br>317 E. Church Street<br>Elmira, NY 14901   |
| For PMA:        | President<br>PMA Management Corp.<br>380 Sentry Parkway<br>Blue Bell, PA 19422               |
| With a copy to: | General Counsel<br>PMA Management Corp.<br>380 Sentry Parkway<br>Blue Bell, PA 19422         |

## 19. NON SOLICITATION of PMA'S EMPLOYEES

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

## 20. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PMA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

## 21. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

## 22. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

## 23. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

## 24. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws. Both

parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement.

- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein. If PMA provides claims services for any Qualified Claim after the Qualified Claim exceeds the attachment point of any Client insurance policy, then (i) PMA shall comply with the terms of any such policy and the instructions of the insurance company issuing such policy and (ii) the terms of any agreement between the insurance company and PMA shall supersede the terms of this Agreement.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client’s obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party’s hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.

- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.
- l) **Use of Client Name and/or Logo.** During the term of this Agreement, Client authorizes PMA to utilize Client's name and/or logo in promotional or marketing efforts.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.**

**CITY OF ELMIRA, NEW YORK**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **Exhibit A – Other Services Fee Schedule**

**All fees are billed as incurred unless specifically agreed otherwise.**

| <b><u>Service Type</u></b>                                         | <b><u>Amount</u></b>                                                                        |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
|                                                                    |                                                                                             |
| <b><u>Managed Care:</u></b>                                        |                                                                                             |
| Medical and pharmacy bill review and repricing                     | \$9.50 per bill, plus 35% of savings over and above fee schedule and/or usual and customary |
| Utilization review                                                 | \$125 per review                                                                            |
| Clinical case management services                                  | \$105 per hour                                                                              |
| Catastrophic Clinical Services                                     | \$185 per hour                                                                              |
| Medical consultant review                                          | \$255 per review                                                                            |
| PMA Care 24                                                        | \$103 per call                                                                              |
| PMA Care 24 Set-Up                                                 | \$2,500 - \$3,000                                                                           |
| PMAcare Rx+ Pharmacy Intervention Services                         | \$75 per review                                                                             |
| Medical Director                                                   | \$250 per hour                                                                              |
|                                                                    |                                                                                             |
| <b><u>Medicare Solutions</u></b>                                   |                                                                                             |
| Section 111 Reporting                                              | \$9.50 per claim queried                                                                    |
| Medicare Set-Aside Allocation                                      | \$2,200 each                                                                                |
| CMS Submissions                                                    | \$630 each                                                                                  |
| Update (of prior MSA report)                                       | \$800 - \$2,200 per report                                                                  |
| Rush Request of MSA                                                | \$500                                                                                       |
| Medicare Conditional Payment Research                              | \$130 each                                                                                  |
| Medicare Conditional Payment Appeal or Dispute                     | \$260 each                                                                                  |
| Medicare Conditional Payment Research Final Demand                 | \$55 each                                                                                   |
| Medical Cost Projections                                           | \$1,900 each                                                                                |
| Evidenced Based MSA                                                | \$2,200 each                                                                                |
| Life Care Plan                                                     | \$185 per hour                                                                              |
| Resolution Services                                                | \$130 per hour                                                                              |
| Medicare/Social Security Verification                              | \$225 each                                                                                  |
| Medicaid Conditional Payment Research                              | \$260 each                                                                                  |
| Medicare Advantage Plan Conditional Payment Negotiation            | \$525 each                                                                                  |
| Treasury lien resolution                                           | \$750 - \$1,250 each                                                                        |
| Liability Conditional Payment Canvass                              | \$90 each                                                                                   |
| Liability Conditional Payment Dispute or Appeal                    | \$375 each                                                                                  |
| Liability Medicare Advantage Conditional Payment Dispute or Appeal | \$525 each                                                                                  |
| Provider Relations Specialist                                      | \$110 per hour                                                                              |
|                                                                    |                                                                                             |
| <b><u>Information Systems:</u></b>                                 |                                                                                             |
| RMIS fee                                                           | Included per year for up to 3 users<br>\$500 per year each additional user                  |

|                                             |                                                                      |
|---------------------------------------------|----------------------------------------------------------------------|
| Customized Reporting/Programming            | \$200 per hour                                                       |
| Standard Data Feed Set-Up                   | \$3,000 per year                                                     |
| Standard Data Feed                          | \$250-\$300 per month                                                |
|                                             |                                                                      |
| <b><u>Risk Control:</u></b>                 |                                                                      |
| General                                     | \$145 per hour                                                       |
| Industrial Hygiene Services                 | \$180 per hour                                                       |
| Special Projects                            | To be determined                                                     |
|                                             |                                                                      |
| <b><u>Claim Adjustment:</u></b>             |                                                                      |
| Vocational Rehabilitation                   | \$105 per hour                                                       |
| Claim Indexing                              | \$19.75 flat fee per queried file or loss line                       |
| Legal Bill Analyzer                         | 3% of gross billed charges                                           |
|                                             |                                                                      |
| <b><u>Other:</u></b>                        |                                                                      |
| Administrative                              | Included annually                                                    |
| Non-standard claim intake                   | \$20 per claim                                                       |
| Subrogation Specialist Services             | 20% of gross recovery                                                |
|                                             |                                                                      |
| Recover At Work                             | \$125 per hour                                                       |
| Recover At Work Special Projects            | To be determined                                                     |
| Standard Data Extract (upon termination)    | \$6,000                                                              |
| Each Claim Review in excess of two per year | \$2,500 per review, per day plus PMA expenses                        |
| Onsite claim review                         | Travel incurred by PMA personnel is reimbursed in full by the client |
| Physical File Storage                       | To be determined                                                     |



**Agenda Summary:** Act on Vacant Rental Improvement Program Audit.  
**Resolution Number:** 2025-136  
**Sponsor:** Gary Brinn

**ATTACHMENTS**

[05-05-2025 audit \(VRP\).docx](#)

May 05, 2025

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT- VACANT RENTAL PROGRAM  
RESOLUTION NO. 2025-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$254.10** they are hereby audited for payment for the Vacant Rental Program grant, May 05, 2025

**ADOPTED BY THE FOLLOWING VOTE**

| <b>AYES</b> |                      | <b>NAYS</b> |  |
|-------------|----------------------|-------------|--|
|             | Councilmember Moss   |             |  |
|             | Councilmember Wilson |             |  |
|             | Councilmember Cooke  |             |  |
|             | Councilmember Brinn  |             |  |
|             | Councilmember Grasso |             |  |
|             | Councilmember Duffy  |             |  |
|             | Mayor Mandell        |             |  |

| Acct. Name     | Payee  | Item             | Amount          |
|----------------|--------|------------------|-----------------|
| Processing Fee | AmRent | Invoice #5843017 | \$254.10        |
|                |        |                  | <b>\$254.10</b> |

## Elmira City Council

**Agenda Summary:** Act on Elmira Urban Renewal Agency Program Audit.

**Resolution Number:** 2025-137

**Sponsor:** Mayor Mandell

### ATTACHMENTS

[05-05-2025\\_audit\\_EURA.docx](#)

May 05, 2025

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT- ELMIRA URBAN RENEWAL AGENCY PROGRAM  
RESOLUTION NO. 2025-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$20,000** they are hereby audited for payment for the EURA, May 05, 2025

**ADOPTED BY THE FOLLOWING VOTE**

| <b>AYES</b> |                      | <b>NAYS</b> |  |
|-------------|----------------------|-------------|--|
|             | Councilmember Moss   |             |  |
|             | Councilmember Wilson |             |  |
|             | Councilmember Cooke  |             |  |
|             | Councilmember Brinn  |             |  |
|             | Councilmember Grasso |             |  |
|             | Councilmember Duffy  |             |  |
|             | Mayor Mandell        |             |  |

| Acct. Name    | Payee                      | Item                   | Amount          |
|---------------|----------------------------|------------------------|-----------------|
| Toshiba Funds | New York Sport and Fitness | Reimbursement of Funds | \$20,000        |
|               |                            |                        | <b>\$20,000</b> |



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

**Resolution Number:** 2025-138

**Sponsor:** Corey Cooke

**ATTACHMENTS**

[05-05-2025 audit \(LEAD\).doc](#)

May 05, 2025

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

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$39,640.19** are hereby audited for payment for the LEAD Hazard Reduction Grant, May 05, 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         |
| Filing Fee         | Chemung County Clerk | See attachment for additional information       | \$ 125.50           |
| Personnel Expenses | ADP                  | invoice #                                       | \$ 22.32            |
| LEAD Grant         | West Construction    | See attachment for additional information       | \$ 34,070.00        |
| Mileage            | Mike Rangstrom       | Reimbursement for Mileage/Travel                | \$ 306.89           |
| Mileage/Travel     | Linda Sowers         | Conference travel reimbursement                 | \$ 536.14           |
| Mileage/Travel     | Mike Rangstrom       | Conference travel reimbursement                 | \$ 579.34           |
|                    |                      | <b>TOTAL</b>                                    | <b>\$ 39,640.19</b> |

Elmira City Council

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

**Resolution Number:** 2025-139

**Sponsor:** Jackie Wilson

**ATTACHMENTS**

[05-05-2025 audit \(CDBG;HOME\).docx](#)

May 05, 2025

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

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$47,609.11** they are hereby audited for payment for the Community Development Block Grant, May 05, 2025.

**ADOPTED BY THE FOLLOWING VOTE**

| <b>AYES</b> |                      | <b>NAYS</b> |
|-------------|----------------------|-------------|
|             | 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        |
| Filing Fee                | Chemung County Clerk      | See attachment for additional information | \$176.00           |
| Processing Fee            | AmRent                    | invoice # 5843017                         | \$38.70            |
| Health Insurance          | City Chamberlain          | invoice #2025-5                           | \$5,687.47         |
| FTHB Inspection           | Precision Home Inspection | See attachment for additional information | \$500.00           |
| FTHB Grant                | Keyser Maloney and Winner | See attachment for additional information | \$10,000.00        |
| FTHB Counseling           | Catholic Charities        | See attachment for additional information | \$2,000.00         |
| Training                  | Amanda Wandell            | Notary Training                           | \$65.00            |
| ADP                       | ADP                       | invoice #687693071                        | \$66.94            |
| HOME Grant                | West Construction         | See attachment for additional information | \$10,000.00        |
| Filing Fee                | Chemung County Clerk      | See attachment for additional information | \$75.00            |
|                           |                           | <b>TOTAL</b>                              | <b>\$47,609.11</b> |

## Elmira City Council

**Agenda Summary:** Act on Audit.

**Resolution Number:** 2025-140

**Sponsor:** Nan Moss

### **ATTACHMENTS**

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: May 5th, 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:  | \$479,182.79 |
| CAPITAL FUNDS:         | \$82,865.64  |
| COMMUNITY DEVELOPMENT; | \$0.00       |
| TRUST & AGENCY FUNDS:  | \$0.00       |
| SELF INSURANCE FUNDS:  | \$0.00       |

|                                   |              |
|-----------------------------------|--------------|
| TOTAL PER ATTACHED COMPUTER LIST: | \$562,048.43 |
|-----------------------------------|--------------|

**OTHER PAYMENTS:**

|                                            |              |
|--------------------------------------------|--------------|
| PAYROLLS W/E May 4th, 2025                 | \$850,000.00 |
| HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED | \$33,777.89  |
| CAPITAL HAND CHECKS                        | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |

|                       |              |
|-----------------------|--------------|
| TOTAL OTHER PAYMENTS: | \$883,777.89 |
|-----------------------|--------------|

|                       |                |
|-----------------------|----------------|
| GRAND TOTAL PAYMENTS: | \$1,445,826.32 |
|-----------------------|----------------|

RESOLUTION NO. 2025-

By Councilmember \_\_\_\_\_

RESOLVED, that the bills and the payrolls in the amount of \$1,445,826.32  
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: 05/05/2025

| Type                                             | Date       | Number         | Source           | Payee Name                                  | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|------------|----------------|------------------|---------------------------------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |            |                |                  |                                             |                  |                    |
| Check                                            | 05/05/2025 | 207151         | Accounts Payable | ACCURINT                                    |                  | 150.00             |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 1100122655     | 04/22/2025       | MARCH 2025                                  |                  | 150.00             |
| Check                                            | 05/05/2025 | 207152         | Accounts Payable | ADP                                         |                  | 4,678.78           |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 687694457      | 04/22/2025       | CLIENT NUMBER 262059                        |                  | 1,115.73           |
|                                                  |            | 687694300      | 04/22/2025       | CLIENT#262059                               |                  | 1,725.37           |
|                                                  |            | 687694050      | 04/22/2025       | CLIENT NUMBER 262059                        |                  | 1,837.68           |
| Check                                            | 05/05/2025 | 207153         | Accounts Payable | AMARI HADLOCK                               |                  | 99.00              |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | TD 18-2025     | 04/22/2025       | PER DIEM DINNERS                            |                  | 99.00              |
| Check                                            | 05/05/2025 | 207154         | Accounts Payable | AMAZON CAPITAL SERVICES INC                 |                  | 133.02             |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 1DCV-LF9D-LQN4 | 04/19/2025       | Automotive Parts                            |                  | 94.05              |
|                                                  |            | 13WD-3TQQ-DYCT | 04/11/2025       | Automotive Parts                            |                  | 38.97              |
| Check                                            | 05/05/2025 | 207155         | Accounts Payable | AMAZON CAPITAL SERVICES INC                 |                  | 482.95             |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 196w-19vs-46mm | 04/17/2025       | BLANKET FOR SUPPLIES, & HARDWARE            |                  | 82.72              |
|                                                  |            | 1X96-R3MH-F9HN | 04/22/2025       | FLASH DRIVES/FUSE KIT                       |                  | 44.05              |
|                                                  |            | 1XFT-HGJR-C4HF | 04/22/2025       | misc supplies                               |                  | 141.84             |
|                                                  |            | 1DVL-H4CC-77TP | 04/22/2025       | BLANKET PO OFFICE SUPPLIES PGB-1989, 17-572 |                  | 119.31             |
|                                                  |            | 1RHL-LF7R-74W6 | 04/22/2025       | BLANKET PO OFFICE SUPPLIES PGB-1989, 17-572 |                  | 5.04               |
|                                                  |            | 1CKT-K4JL-KRTX | 04/22/2025       | Plantronics Vista M22 Audio Processor       |                  | 89.99              |
| Check                                            | 05/05/2025 | 207156         | Accounts Payable | AMERICAN ROCK SALT                          |                  | 59,537.03          |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 0797631        | 04/10/2025       | Deicing Salt                                |                  | 1,885.07           |
|                                                  |            | 0797632        | 04/10/2025       | Deicing Salt                                |                  | 14,466.19          |
|                                                  |            | 0797730        | 04/11/2025       | Deicing Salt                                |                  | 11,332.60          |
|                                                  |            | 0797819        | 04/15/2025       | Deicing Salt                                |                  | 16,876.58          |
|                                                  |            | 0797928        | 04/15/2025       | Deicing Salt                                |                  | 3,838.03           |
|                                                  |            | 0798014        | 04/16/2025       | Deicing Salt                                |                  | 11,138.56          |
| Check                                            | 05/05/2025 | 207157         | Accounts Payable | BANFIELD BAKER CORPORATION                  |                  | 486.50             |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 7180           | 04/04/2025       | GRASSSEED                                   |                  | 292.50             |
|                                                  |            | 7227           | 04/14/2025       | BLANKET FOR SUPPLIES                        |                  | 194.00             |
| Check                                            | 05/05/2025 | 207158         | Accounts Payable | BARCLAY DAMON LLP                           |                  | 14,576.05          |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 5328326        | 04/22/2025       | MURPHY/CAMILLI V. MARTINO                   |                  | 11,989.85          |
|                                                  |            | 5332276        | 04/22/2025       | MURPHY/CAMILLI V. MARTINO                   |                  | 2,586.20           |
| Check                                            | 05/05/2025 | 207159         | Accounts Payable | BEST SECURTIY & AUTOMATION                  |                  | 144.40             |
|                                                  | Invoice    |                | Date             | Description                                 | Check Sort Code  | Amount             |
|                                                  |            | 1420375        | 04/22/2025       | BOSS Fire Ext BPO                           |                  | 144.40             |
| Check                                            | 05/05/2025 | 207160         | Accounts Payable | BROOKS SHAW                                 |                  | 99.00              |

|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|-------|----------------|------------|---------------------------------------------|-----------------|-----------|
|       | TD 18-2025     | 04/22/2025 | PER DIEM DINNERS                            |                 | 99.00     |
| Check | 05/05/2025     | 207161     | Accounts Payable CASTLE CLEANERS            |                 | 16.80     |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 4-456907       | 04/22/2025 | CASTLE CLEANERS Blanket PO                  |                 | 16.80     |
| Check | 05/05/2025     | 207162     | Accounts Payable CHAMPION FASTENERS         |                 | 843.23    |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 104082+        | 04/11/2025 | BLANKET FOR PARTS, HARDWARE & SUPPLIES      |                 | 507.82    |
|       | 104026         | 04/09/2025 | Equipment Service                           |                 | 78.26     |
|       | 104234+        | 04/17/2025 | BLANKET FOR PARTS, HARDWARE & SUPPLIES      |                 | 257.15    |
| Check | 05/05/2025     | 207163     | Accounts Payable CHAPEL LUMBER COMPANY      |                 | 371.41    |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 155484         | 04/08/2025 | BLANKET FOR LUMBER, MISC BUILDING MATERIALS |                 | 72.16     |
|       | 2504-156648    | 04/22/2025 | Blanket for Lumber & Building Supplies      |                 | 299.25    |
| Check | 05/05/2025     | 207164     | Accounts Payable CHEMUNG COUNTY HABITAT     |                 | 10,500.00 |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | CITIES RISE    | 04/22/2025 | CLEAN UP                                    |                 | 10,500.00 |
| Check | 05/05/2025     | 207165     | Accounts Payable CHEMUNG COUNTY TRANSFER    |                 | 10,819.97 |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 141541, 141566 | 04/07/2025 | GARBAGE REFUSE FEES FOR CITY & HERITAGE     |                 | 7,096.72  |
|       | 141543         | 04/07/2025 | GARBAGE REFUSE FEES FOR ELMIRA HEIGHTS      |                 | 608.27    |
|       | 141542         | 04/22/2025 | TI-00038 1                                  |                 | 880.41    |
|       | 141582         | 04/22/2025 | CUST#TI-00038 1                             |                 | 2,234.57  |
| Check | 05/05/2025     | 207166     | Accounts Payable CHEMUNG COUNTY TREASURER   |                 | 85,463.11 |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 2025-00000004  | 04/22/2025 | SOPHOS MDM CHARGEBACKS 2025                 |                 | 416.88    |
|       | 2025-00000005  | 04/22/2025 | 2025 Q1 PERSONNEL AND SERVICES              |                 | 85,046.23 |
| Check | 05/05/2025     | 207167     | Accounts Payable COOK BROTHERS              |                 | 403.67    |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 2366594        | 04/14/2025 | Automotive Parts                            |                 | 330.29    |
|       | 2367841        | 04/15/2025 | Automotive Parts                            |                 | (95.50)   |
|       | 2367707        | 04/15/2025 | Automotive Parts                            |                 | 95.50     |
|       | 2367842        | 04/15/2025 | Automotive Parts                            |                 | 73.38     |
| Check | 05/05/2025     | 207168     | Accounts Payable COVETRUS                   |                 | 418.88    |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | DA81641        | 04/22/2025 | VET SUPPLIES                                |                 | 418.88    |
| Check | 05/05/2025     | 207169     | Accounts Payable CSR COURT REPORTING, LLC   |                 | 1,032.80  |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 5556           | 04/22/2025 | LONGO V. ELMIRA - CLAIMANT TRANSCRIPTS      |                 | 1,032.80  |
| Check | 05/05/2025     | 207170     | Accounts Payable CULLIGAN                   |                 | 161.00    |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | STMT MAR - APR | 04/22/2025 | ACCT#272-00120519-9                         |                 | 106.00    |
|       | 272X34511206   | 04/22/2025 | ACCT#272-00120527-2                         |                 | 55.00     |
| Check | 05/05/2025     | 207171     | Accounts Payable CUMMINS NORTHEAST, INC.    |                 | 1,783.92  |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | W4-250445028   | 04/15/2025 | Outside Repairs-Firetruck 635               |                 | 1,783.92  |
| Check | 05/05/2025     | 207172     | Accounts Payable CURREN HARDWARE & FEED     |                 | 278.67    |
|       | Invoice        | Date       | Description                                 | Check Sort Code | Amount    |
|       | 22020+         | 04/02/2025 | BLANKET FOR HARDWARE AND EQUIPMENT          |                 | 102.09    |
|       | 21299, 21410   | 04/16/2025 | BLANKET FOR HARDWARE AND EQUIPMENT          |                 | 72.95     |
|       | 21897          | 04/22/2025 | Parts & Hardware                            |                 | 79.20     |
|       | 21901          | 04/22/2025 | Parts & Hardware                            |                 | (29.70)   |
|       | 21939/21549    | 04/22/2025 | CURREN (STS) Blanket PO                     |                 | 54.13     |
| Check | 05/05/2025     | 207173     | Accounts Payable CUSTOM PEST CONTROL        |                 | 1,305.00  |

|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|-------|----------------|------------|-----------------------------------------------------|-----------------|-----------|
|       | 188481         | 04/10/2025 | PEST CONTROL                                        |                 | 415.00    |
|       | 188351         | 04/08/2025 | PEST CONTROL AT 312 LAKE ST                         |                 | 50.00     |
|       | 188408         | 04/11/2025 | PEST CONTROL                                        |                 | 840.00    |
| Check | 05/05/2025     | 207174     | Accounts Payable D & W DIESEL & ELECTRIC            |                 | 1,307.00  |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | CW3628         | 03/27/2025 | MISC PARTS                                          |                 | 1,307.00  |
| Check | 05/05/2025     | 207175     | Accounts Payable DENIERIO'S AUTO DETAILING          |                 | 150.00    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 169036         | 04/22/2025 | PATROL CAR DETAIL                                   |                 | 150.00    |
| Check | 05/05/2025     | 207176     | Accounts Payable ELMIRA COCA-COLA BOTTLING CORP.    |                 | 157.90    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 46443433007+   | 04/09/2025 | BLANKET FOR SODAWATER                               |                 | 157.90    |
| Check | 05/05/2025     | 207177     | Accounts Payable EXCELLUS BLUE CROSS BLUE SHIELD    |                 | 49,202.40 |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 000043051355   | 04/22/2025 | PPO 1-APRIL 2025                                    |                 | 49,202.40 |
| Check | 05/05/2025     | 207178     | Accounts Payable FERRARIO FORD LINCOLN MERCURY      |                 | 3,565.50  |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 40688          | 03/24/2025 | Automotive repair - Outside                         |                 | 59.73     |
|       | 40175          | 02/18/2025 | Automotive repair - Outside                         |                 | 776.91    |
|       | 40827          | 04/03/2025 | Automotive repair - Outside                         |                 | 750.30    |
|       | 73115          | 04/17/2025 | Automotive Parts                                    |                 | 513.81    |
|       | 73091          | 04/17/2025 | Muffler Assembly                                    |                 | 1,464.75  |
| Check | 05/05/2025     | 207179     | Accounts Payable FIRE ALARM SERVICE TECHNOLOGY INC  |                 | 330.00    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 51109          | 04/01/2025 | ANNUAL ALARM MONITORING AT CITY BLDGS               |                 | 330.00    |
| Check | 05/05/2025     | 207180     | Accounts Payable FIRST UNUM LIFE                    |                 | 1,019.04  |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 4/1/25         | 04/22/2025 | POLICY#0461381-001                                  |                 | 271.21    |
|       | DUE 4/1/25     | 04/22/2025 | POLICY#0461461-001                                  |                 | 747.83    |
| Check | 05/05/2025     | 207181     | Accounts Payable GARY'S BODY SHOP                   |                 | 390.00    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 1/1-3/31/25    | 04/22/2025 | 1ST QUARTER TOWING                                  |                 | 390.00    |
| Check | 05/05/2025     | 207182     | Accounts Payable GOODYEAR                           |                 | 332.19    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 45569          | 04/12/2025 | Tires                                               |                 | 332.19    |
| Check | 05/05/2025     | 207183     | Accounts Payable HAUN WELDING SUPPLY                |                 | 100.02    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 435582, 435584 | 04/11/2025 | BLANKET FOR WELDING SUPPLIES                        |                 | 100.02    |
| Check | 05/05/2025     | 207184     | Accounts Payable Heidelberg Materials Northeast LLC |                 | 2,230.61  |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 4617425        | 04/03/2025 | BLANKET FOR TOPDRESSING SAND                        |                 | 2,230.61  |
| Check | 05/05/2025     | 207185     | Accounts Payable HEP SALES                          |                 | 15.08     |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 41025-0094     | 04/10/2025 | TOILET                                              |                 | 15.08     |
| Check | 05/05/2025     | 207186     | Accounts Payable HESSELSON'S                        |                 | 150.00    |
|       | Invoice        | Date       | Description                                         | Check Sort Code | Amount    |
|       | 26736-evans    | 04/18/2025 | CSEA BOOTS                                          |                 | 150.00    |
| Check | 05/05/2025     | 207187     | Accounts Payable HORSEHEADS DO-IT CENTER            |                 | 587.16    |

|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|-------|-----------------|------------|----------------------------------------------------------|-----------------|----------|
|       | 404871          | 04/16/2025 | Parts & Hardware                                         |                 | 587.16   |
| Check | 05/05/2025      | 207188     | Accounts Payable I. D. BOOTH, INC.                       |                 | 1,866.31 |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 143716+         | 04/11/2025 | BLANKET FOR PARTS & SUPPLIES                             |                 | 134.08   |
|       | S100101388      | 04/22/2025 | 12/14/24 MVA - S. MAIN ST                                |                 | 883.69   |
|       | S100146439.001  | 04/21/2025 | Miscellaneous Parts/Hardware/Tools                       |                 | 223.14   |
|       | 145060, 145181  | 04/16/2025 | BLANKET FOR ELECTRICAL SUPPLIES                          |                 | 159.49   |
|       | 143586, 144537  | 04/11/2025 | ELECTRICAL SUPPLIES                                      |                 | 264.57   |
|       | S100146225.001+ | 04/22/2025 | BOOTH Electrical Supplies BPO                            |                 | 201.34   |
| Check | 05/05/2025      | 207189     | Accounts Payable Image First Uniform Rental Service, LLC |                 | 107.36   |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 266003145       | 04/08/2025 | RAGS/LINEN SUPPLIES                                      |                 | 53.68    |
|       | 266098759       | 04/22/2025 | RAGS/LINEN SUPPLIES                                      |                 | 53.68    |
| Check | 05/05/2025      | 207190     | Accounts Payable IMAGE PACKAGING                         |                 | 684.96   |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 13404           | 04/22/2025 | Kraft evidence bags                                      |                 | 684.96   |
| Check | 05/05/2025      | 207191     | Accounts Payable Institute for Forensic Psychology       |                 | 3,300.00 |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 21794           | 04/22/2025 | PSYCH EVALUATIONS - GARDNER & DEMUTH                     |                 | 1,100.00 |
|       | 21793           | 04/22/2025 | PSYCH EVALUATIONS - REESE,DUCOT,MOORE,BURRELL            |                 | 2,200.00 |
| Check | 05/05/2025      | 207192     | Accounts Payable INTERSTATE BATTERY SYSTEM               |                 | 642.27   |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 8887273         | 04/11/2025 | BATTERY                                                  |                 | 147.72   |
|       | 8887199         | 04/22/2025 | batteries                                                |                 | 494.55   |
| Check | 05/05/2025      | 207193     | Accounts Payable J.C. SMITH, INC.                        |                 | 360.17   |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 1806129         | 04/03/2025 | Misc Parts/hardware                                      |                 | 20.18    |
|       | 1807499         | 04/10/2025 | Misc Parts/hardware                                      |                 | 339.99   |
| Check | 05/05/2025      | 207194     | Accounts Payable JACOB KIERST                            |                 | 99.00    |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | TD 18-2025      | 04/22/2025 | PER DIEM DINNERS                                         |                 | 99.00    |
| Check | 05/05/2025      | 207195     | Accounts Payable JAMES J TURCSIK, JR.                    |                 | 2,892.94 |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 919608773       | 01/28/2025 | SHIRT REIMBURSEMENT                                      |                 | 292.94   |
|       | W/E 5/11/25     | 04/22/2025 | PER CONTRACT                                             |                 | 2,600.00 |
| Check | 05/05/2025      | 207196     | Accounts Payable JOHN'S EQUIPMENT RENTAL                 |                 | 217.34   |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 13645           | 04/16/2025 | BLANKET FOR SUPPLIES                                     |                 | 81.42    |
|       | 28328           | 04/17/2025 | Automotive Parts                                         |                 | 26.99    |
|       | 108.93          | 04/16/2025 | EQUIPEMENT PARTS                                         |                 | 108.93   |
| Check | 05/05/2025      | 207197     | Accounts Payable JOSEPH RUNYAN                           |                 | 99.00    |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | TD 18-2025      | 04/22/2025 | PER DIEM DINNERS                                         |                 | 99.00    |
| Check | 05/05/2025      | 207198     | Accounts Payable KECK'S FOOD SERVICE                     |                 | 171.00   |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 56135           | 04/22/2025 | FOOD & SUPPLIES                                          |                 | 171.00   |
| Check | 05/05/2025      | 207199     | Accounts Payable Kimball Midwest                         |                 | 4,391.72 |
|       | Invoice         | Date       | Description                                              | Check Sort Code | Amount   |
|       | 103038085       | 02/05/2025 | Fittings & Connectors                                    |                 | 335.42   |
|       | 103027422       | 02/03/2025 | Fittings & Connectors                                    |                 | 1,299.00 |
|       | 103158110       | 03/13/2025 | Fittings & Connectors                                    |                 | 2,232.55 |
|       | 103109372       | 02/27/2025 | Fittings & Connectors                                    |                 | 524.75   |

|       |            |                 |                  |                                        |                 |           |
|-------|------------|-----------------|------------------|----------------------------------------|-----------------|-----------|
| Check | 05/05/2025 | 207200          | Accounts Payable | LAZ PARKING MGMT.LTD                   |                 | 8,275.92  |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | SI1030324       | 04/22/2025       | PARKING GARAGE - MARCH 2025            |                 | 8,275.92  |
| Check | 05/05/2025 | 207201          | Accounts Payable | LINDSEY LAWN & GARDEN, INC.            |                 | 19.20     |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 1067552         | 04/04/2025       | Automotive Parts * MTGC                |                 | 19.20     |
| Check | 05/05/2025 | 207202          | Accounts Payable | LINSTAR, INC.                          |                 | 506.83    |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 124059          | 04/22/2025       | Printer Ribbon for Badge Printer       |                 | 506.83    |
| Check | 05/05/2025 | 207203          | Accounts Payable | LOWE'S COMPANIES, INC.                 |                 | 109.32    |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 84899           | 04/21/2025       | BLANKET FOR SUPPLIES                   |                 | 109.32    |
| Check | 05/05/2025 | 207204          | Accounts Payable | MCCARTHY TIRE SERVICE                  |                 | 6,119.18  |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 35-80776        | 02/04/2025       | Automotive - Tires                     |                 | 333.25    |
|       |            | 35-80867        | 02/07/2025       | Automotive - Tires                     |                 | 1,116.68  |
|       |            | 35-81088        | 02/14/2025       | Automotive - Tires                     |                 | 940.50    |
|       |            | 35-81089        | 02/21/2025       | Automotive - Tires                     |                 | 1,721.45  |
|       |            | 35-81292        | 02/27/2025       | Automotive - Tires                     |                 | 1,398.86  |
|       |            | 35-82554        | 04/02/2025       | Automotive - Tires                     |                 | 534.44    |
|       |            | 35-82574        | 04/03/2025       | Automotive - Tires                     |                 | 74.00     |
| Check | 05/05/2025 | 207205          | Accounts Payable | MEDICAL WAREHOUSE                      |                 | 264.52    |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 236355          | 04/22/2025       | MEDICAL WAREHOUSE Medical Supplies BPO |                 | 264.52    |
| Check | 05/05/2025 | 207206          | Accounts Payable | MES Service Company LLC                |                 | 544.88    |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | IN2236383       | 04/22/2025       | MES Blanket PO/SCBA Batteries          |                 | 142.20    |
|       |            | 2236373/2237219 | 04/22/2025       | MES Blanket PO/Uniforms                |                 | 402.68    |
| Check | 05/05/2025 | 207207          | Accounts Payable | Metro Turf Specialists                 |                 | 14,293.94 |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 4945            | 04/08/2025       | CHEMICAL SUPPLIES                      |                 | 14,293.94 |
| Check | 05/05/2025 | 207208          | Accounts Payable | NAPA AUTO PARTS                        |                 | 2,700.22  |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 142406          | 04/08/2025       | Automotive Parts                       |                 | 99.96     |
|       |            | 142407          | 04/08/2025       | Automotive Parts                       |                 | 318.86    |
|       |            | 142428          | 04/08/2025       | Automotive Parts                       |                 | 32.27     |
|       |            | 142436          | 04/08/2025       | Automotive Parts                       |                 | 43.97     |
|       |            | 142508          | 04/09/2025       | Automotive Parts                       |                 | 14.00     |
|       |            | 142507          | 04/09/2025       | Automotive Parts                       |                 | 14.00     |
|       |            | 142643          | 04/10/2025       | Automotive Parts                       |                 | 95.88     |
|       |            | 142604          | 04/10/2025       | Automotive Parts                       |                 | 178.84    |
|       |            | 142676          | 04/11/2025       | Automotive Parts                       |                 | 5.99      |
|       |            | 142671          | 04/11/2025       | Automotive Parts                       |                 | 580.73    |
|       |            | 142712          | 04/11/2025       | Automotive Parts                       |                 | 14.79     |
|       |            | 142845          | 04/15/2025       | Automotive Parts                       |                 | 27.28     |
|       |            | 142881          | 04/15/2025       | Automotive Parts                       |                 | 30.94     |
|       |            | 142935          | 04/16/2025       | Automotive Parts                       |                 | 36.47     |
|       |            | 142953          | 04/16/2025       | Automotive Parts                       |                 | (19.42)   |
|       |            | 142944          | 04/16/2025       | Automotive Parts                       |                 | 16.99     |
|       |            | 142955          | 04/16/2025       | Fuel, Oil, Additives                   |                 | 1,099.98  |
|       |            | 143247          | 04/21/2025       | Automotive Parts                       |                 | 32.47     |
|       |            | 143197          | 04/21/2025       | Automotive Parts                       |                 | 30.72     |
|       |            | 142982          | 04/16/2025       | Automotive Parts                       |                 | 45.50     |
| Check | 05/05/2025 | 207209          | Accounts Payable | Northern Supply                        |                 | 2,254.84  |
|       | Invoice    |                 | Date             | Description                            | Check Sort Code | Amount    |
|       |            | 134975          | 04/09/2025       | PGB-2455 SNOW BLADES AND PARTS         |                 | 2,254.84  |
| Check | 05/05/2025 | 207210          | Accounts Payable | NYCOM                                  |                 | 90.00     |

|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|-------|-----------------|------------|--------------------------------------------------------|-----------------|-----------|
|       | 3418            | 04/22/2025 | NYCOM 2025 ANNUAL MEETING - BALANCE DUE                |                 | 90.00     |
| Check | 05/05/2025      | 207211     | Accounts Payable NYSEG                                 |                 | 25,626.11 |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | APRIL 15, 2025  | 04/22/2025 | ACCT#1901-0000-214                                     |                 | 3,645.00  |
|       | #19010154003    | 04/22/2025 | APRIL 15, 2025                                         |                 | 21,981.11 |
| Check | 05/05/2025      | 207212     | Accounts Payable PANOSIAN'S INC.                       |                 | 329.61    |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | PER RECEIPT     | 04/22/2025 | WORK BOOTS                                             |                 | 329.61    |
| Check | 05/05/2025      | 207213     | Accounts Payable PATROL PC                             |                 | 311.83    |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 8279021         | 04/22/2025 | Power Cables                                           |                 | 311.83    |
| Check | 05/05/2025      | 207214     | Accounts Payable PEOPLEREADY INC                       |                 | 5,353.02  |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 29104881+       | 04/15/2025 | TEMP SERVICES                                          |                 | 2,351.00  |
|       | 29114734        | 04/20/2025 | TEMP SERVICES                                          |                 | 289.35    |
|       | 29110972        | 04/22/2025 | TEMP SERVICES                                          |                 | 2,712.67  |
| Check | 05/05/2025      | 207215     | Accounts Payable POINT SPRING & DRIVESHAFT CO.         |                 | 266.93    |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | T-INV-37074     | 04/14/2025 | Automotive Parts RFB-2583 Res 24-035                   |                 | 266.93    |
| Check | 05/05/2025      | 207216     | Accounts Payable POSTLER & JAECKLE                     |                 | 13,068.25 |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 2832334-2832344 | 04/16/2025 | HVAC MAINTENANCE & PLUMBING                            |                 | 13,068.25 |
| Check | 05/05/2025      | 207217     | Accounts Payable R S PARKER LANDSCAPING                |                 | 20,208.00 |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 11350           | 04/22/2025 | ABATEMENTS                                             |                 | 20,208.00 |
| Check | 05/05/2025      | 207218     | Accounts Payable RENTALS TO GO LLC                     |                 | 200.00    |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 610123          | 04/22/2025 | PORTABLE TOILETS FOR PARKS                             |                 | 200.00    |
| Check | 05/05/2025      | 207219     | Accounts Payable RESCUE PHONE, INC.                    |                 | 30,385.00 |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 25-5106Q        | 04/22/2025 | CNT throw phone                                        |                 | 30,385.00 |
| Check | 05/05/2025      | 207220     | Accounts Payable RON GUNN                              |                 | 99.00     |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | TD 18-2025      | 04/22/2025 | PER DIEM DINNERS                                       |                 | 99.00     |
| Check | 05/05/2025      | 207221     | Accounts Payable SCHLATHER, STUMBAR, PARKS & SALK, LLP |                 | 1,430.00  |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 9585            | 04/22/2025 | STROBRIDGE ESTATE V. OROPALLO                          |                 | 1,430.00  |
| Check | 05/05/2025      | 207222     | Accounts Payable SHEESLEY SEWER SERVICE                |                 | 165.00    |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 137025          | 04/04/2025 | BUILDING MAINTENANCE                                   |                 | 165.00    |
| Check | 05/05/2025      | 207223     | Accounts Payable Sherrill Inc.                         |                 | 1,474.20  |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 1078811         | 04/17/2025 | Equipment Maintenance                                  |                 | 1,474.20  |
| Check | 05/05/2025      | 207224     | Accounts Payable STAND ENERGY CORPORATION              |                 | 10,598.46 |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 2147227         | 04/22/2025 | ACCT#2141861                                           |                 | 10,598.46 |
| Check | 05/05/2025      | 207225     | Accounts Payable STANDARD AND POOR'S                   |                 | 14,725.00 |
|       | Invoice         | Date       | Description                                            | Check Sort Code | Amount    |
|       | 11495765        | 04/22/2025 | ANALYTICAL SERVICES - BONDS                            |                 | 14,725.00 |

|       |                 |            |                                             |                                  |          |           |
|-------|-----------------|------------|---------------------------------------------|----------------------------------|----------|-----------|
| Check | 05/05/2025      | 207226     | Accounts Payable                            | STAPLES BUSINESS ADVANTAGE       |          | 667.11    |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 6029232007      | 04/12/2025 | OFFICE SUPPLIES                             |                                  | 189.39   |           |
|       | 602932008       | 04/22/2025 | BLANKET PO OFFICE SUPPLIES PGB-2535, 24-530 |                                  | 6.52     |           |
|       | 6028675723      | 04/22/2025 | BLANKET PO OFFICE SUPPLIES PGB-2535, 24-530 |                                  | 269.98   |           |
|       | 6028675721      | 04/22/2025 | BLANKET PO OFFICE SUPPLIES PGB-2535, 24-530 |                                  | 36.99    |           |
|       | 602897          | 04/22/2025 | BLANKET PO OFFICE SUPPLIES PGB-2535, 24-530 |                                  | 80.18    |           |
|       | 6029478658      | 04/16/2025 | Office Supplies                             |                                  | 61.17    |           |
|       | 6029709651      | 04/19/2025 | Office Supplies                             |                                  | (36.99)  |           |
|       | 6029709652      | 04/19/2025 | Office Supplies                             |                                  | 5.98     |           |
|       | 6029545150      | 04/17/2025 | OFFICE SUPPLIES                             |                                  | 90.88    |           |
|       | 6029709651-CM   | 04/22/2025 | STAPLES CREDIT                              |                                  | (36.99)  |           |
| Check | 05/05/2025      | 207227     | Accounts Payable                            | STEPHANIE SCHREIBER              |          | 99.00     |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | TD 18-2025      | 04/22/2025 | PER DIEM DINNERS                            |                                  | 99.00    |           |
| Check | 05/05/2025      | 207228     | Accounts Payable                            | STEWART P. WILSON                |          | 1,901.52  |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 499423          | 03/21/2025 | FUEL-BLANKET PO RFB# 2402 RES#23-638 MTGC   |                                  | 1,378.83 |           |
|       | 467744          | 04/08/2025 | FUEL-BLANKET PO RFB# 2402 RES#23-638 MTGC   |                                  | 283.99   |           |
|       | 494917          | 04/15/2025 | FUEL-BLANKET PO RFB# 2402 RES#23-638 MTGC   |                                  | 238.70   |           |
| Check | 05/05/2025      | 207229     | Accounts Payable                            | TIME WARNER CABLE                |          | 61.89     |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 155917901041425 | 04/22/2025 | ACCT#155917901 - 312 LAKE ST                |                                  | 61.89    |           |
| Check | 05/05/2025      | 207230     | Accounts Payable                            | TIME WARNER CABLE                |          | 111.05    |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 70845041025     | 04/10/2025 | INTERNET                                    |                                  | 111.05   |           |
| Check | 05/05/2025      | 207231     | Accounts Payable                            | TOTAL RECALL MESSAGE CENTER INC. |          | 350.31    |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 7255            | 04/09/2025 | MONTHLY MESSAGE SERVICE FOR DPW             |                                  | 350.31   |           |
| Check | 05/05/2025      | 207232     | Accounts Payable                            | TREU OFFICE SUPPLY CORP.         |          | 6.05      |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 266118          | 04/22/2025 | RUBBER FINGERS                              |                                  | 6.05     |           |
| Check | 05/05/2025      | 207233     | Accounts Payable                            | TWIN TIER PAINT WALLCOVERING     |          | 83.86     |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 73131, 73243    | 04/02/2025 | BLANKET FOR PAINT SUPPLIES                  |                                  | 83.86    |           |
| Check | 05/05/2025      | 207234     | Accounts Payable                            | UniFirst Corporation             |          | 198.17    |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 191441, 191544  | 04/17/2025 | FLOOR MATS FOR CITY HALL, DPW, MTGC         |                                  | 198.17   |           |
| Check | 05/05/2025      | 207235     | Accounts Payable                            | UNITED SAFETY GROUP LLC          |          | 608.18    |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 21847           | 04/22/2025 | UNITED SAFETY GROUP Gear Repair BPO         |                                  | 608.18   |           |
| Check | 05/05/2025      | 207236     | Accounts Payable                            | UNITED UNIFORM                   |          | 18,587.00 |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 1021-527717     | 04/22/2025 | UNIFORM SHIRTS                              |                                  | 9,079.50 |           |
|       | 1021-527719     | 04/22/2025 | uniform pants and jackets                   |                                  | 6,605.00 |           |
|       | 1021-528645/602 | 04/22/2025 | Battle Belts                                |                                  | 2,902.50 |           |
| Check | 05/05/2025      | 207237     | Accounts Payable                            | VAL-U TOWING                     |          | 90.00     |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 840 LINDEN      | 04/22/2025 | TOWING                                      |                                  | 90.00    |           |
| Check | 05/05/2025      | 207238     | Accounts Payable                            | VASCO BRANDS, INC.               |          | 2,636.06  |
|       | Invoice         | Date       | Description                                 | Check Sort Code                  | Amount   |           |
|       | 144491, 144491A | 04/08/2025 | CLEANING SUPPLIES                           |                                  | 379.18   |           |
|       | 144466, 144466A | 04/01/2025 | BLANKET FOR JANITORIAL SUPPLIES             |                                  | 2,256.88 |           |

|                                   |                |            |                                    |                                  |           |              |
|-----------------------------------|----------------|------------|------------------------------------|----------------------------------|-----------|--------------|
| Check                             | 05/05/2025     | 207239     | Accounts Payable                   | VERIZON (FORMERLY BELL ATLANTIC) |           | 119.75       |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 734-2329 - APR | 04/22/2025 | ACCT#652-110-359-0001-38           |                                  | 119.75    |              |
| Check                             | 05/05/2025     | 207240     | Accounts Payable                   | VIKING CIVES (USA)               |           | 30.43        |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 4542333        | 03/20/2025 | Maintenance & Repair               |                                  | 30.43     |              |
| Check                             | 05/05/2025     | 207241     | Accounts Payable                   | W. W. GRAINGER                   |           | 26.17        |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 9455034703     | 03/28/2025 | BLANKET FOR PARTS & SUPPLIES       |                                  | 26.17     |              |
| Check                             | 05/05/2025     | 207242     | Accounts Payable                   | WARD APPARATUS LLC               |           | 4,513.31     |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 5248           | 04/16/2025 | Parts & Supplies                   |                                  | 475.00    |              |
|                                   | 5262           | 04/22/2025 | WARD 2025 Pump Tests BPO           |                                  | 2,268.00  |              |
|                                   | 5256           | 04/22/2025 | WARD Blanket PO Badges/Pins/Fronts |                                  | 1,770.31  |              |
| Check                             | 05/05/2025     | 207243     | Accounts Payable                   | WILBRI, INC.                     |           | 17,385.02    |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 30077          | 02/28/2025 | Automotive Maintenance/Repair OEM  |                                  | 921.90    |              |
|                                   | 30078          | 02/28/2025 | Automotive Parts RFB-2566          |                                  | 283.18    |              |
|                                   | 29618          | 01/23/2025 | SaltDogg Spreader                  |                                  | 16,179.94 |              |
| Check                             | 05/05/2025     | 207244     | Accounts Payable                   | WILSON RESTAURANT EQUIPMENT      |           | 3,146.00     |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 42180          | 04/11/2025 | COOLER/REFRIGERATOR                |                                  | 3,146.00  |              |
| Check                             | 05/05/2025     | 207245     | Accounts Payable                   | XEROX CORPORATION                |           | 988.49       |
|                                   | Invoice        | Date       | Description                        | Check Sort Code                  | Amount    |              |
|                                   | 504653193      | 04/22/2025 | 957612286                          |                                  | 94.66     |              |
|                                   | 504652531      | 04/22/2025 | 956866602                          |                                  | 126.00    |              |
|                                   | 504653254      | 04/22/2025 | 957723893                          |                                  | 96.78     |              |
|                                   | 504653253      | 04/22/2025 | 957723810                          |                                  | 96.78     |              |
|                                   | 504652542      | 04/22/2025 | 956892129                          |                                  | 68.64     |              |
|                                   | 504649486      | 04/22/2025 | 950177683                          |                                  | 96.78     |              |
|                                   | 504650299      | 04/22/2025 | 952163384                          |                                  | 96.78     |              |
|                                   | 504652966      | 04/22/2025 | 957417074                          |                                  | 96.78     |              |
|                                   | 504649846      | 04/22/2025 | 950906487                          |                                  | 21.73     |              |
|                                   | 504649998      | 04/22/2025 | 951078419                          |                                  | 96.78     |              |
|                                   | 5046579865     | 04/22/2025 | 957416910                          |                                  | 96.78     |              |
| GENERAL FUND GENERAL FUND Totals: |                |            |                                    | Transactions: 95                 |           | \$479,182.79 |
| Checks:                           | 95             |            | \$479,182.79                       |                                  |           |              |

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING  
Batch Date: 05/05/2025

| Type                                              | Date       | Number          | Source           | Payee Name                                   | EFT Bank/Account       | Transaction Amount |
|---------------------------------------------------|------------|-----------------|------------------|----------------------------------------------|------------------------|--------------------|
| <b>Bank Account: CAP CHECK - CAPITAL CHECKING</b> |            |                 |                  |                                              |                        |                    |
| Check                                             | 05/05/2025 | 1049496         | Accounts Payable | ERDMAN ANTHONY                               |                        | 22,040.02          |
|                                                   | Invoice    |                 | Date             | Description                                  | Check Sort Code        | Amount             |
|                                                   |            | 6755.13 Est. 22 | 04/10/2025       | E. Water St Rejuvenation                     | 6755.13 1/1/25-3/29/25 | 22,040.02          |
| Check                                             | 05/05/2025 | 1049497         | Accounts Payable | HUNT ENGINEERS,<br>ARCHITECTS & LAND S       |                        | 3,219.26           |
|                                                   | Invoice    |                 | Date             | Description                                  | Check Sort Code        | Amount             |
|                                                   |            | 49553           | 04/03/2025       | Levee Penetration project 2024-360           |                        | 3,219.26           |
| Check                                             | 05/05/2025 | 1049498         | Accounts Payable | J.C. SMITH, INC.                             |                        | 781.00             |
|                                                   | Invoice    |                 | Date             | Description                                  | Check Sort Code        | Amount             |
|                                                   |            | 1795964         | 04/23/2025       | STATION 5                                    |                        | 781.00             |
| Check                                             | 05/05/2025 | 1049499         | Accounts Payable | NUVISTA DESIGNS GENERAL<br>CONTRACTORS LLC   |                        | 14,542.64          |
|                                                   | Invoice    |                 | Date             | Description                                  | Check Sort Code        | Amount             |
|                                                   |            | 2nd release     | 04/23/2025       | more of invoice per DOL                      |                        | 14,542.64          |
| Check                                             | 05/05/2025 | 1049500         | Accounts Payable | RANGER OUTFITTERS                            |                        | 17,782.72          |
|                                                   | Invoice    |                 | Date             | Description                                  | Check Sort Code        | Amount             |
|                                                   |            | 26457           | 04/23/2025       | BODY ARMOR REPLACEMENT                       |                        | 17,782.72          |
| Check                                             | 05/05/2025 | 1049501         | Accounts Payable | Teeter Contracting LLC                       |                        | 24,500.00          |
|                                                   | Invoice    |                 | Date             | Description                                  | Check Sort Code        | Amount             |
|                                                   |            | 101 W 2ND       | 04/23/2025       | TEETER HQ Storage Bldg and Sidewalks Project |                        | 24,500.00          |
| CAP CHECK CAPITAL CHECKING Totals:                |            |                 |                  | Transactions: 6                              |                        | \$82,865.64        |
| Checks:                                           |            | 6               | \$82,865.64      |                                              |                        |                    |

HAND CHECKS DETAILS

\$33,777.89

CAPITAL HAND CHECKS DETAIL

\$0.00

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 04/14/2025

| Type                                             | Date       | Number           | Source           | Payee Name                  | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|------------|------------------|------------------|-----------------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |            |                  |                  |                             |                  |                    |
| Check                                            | 04/14/2025 | 207136           | Accounts Payable | HUNTINGTON NATIONAL BANK    |                  | 7,959.59           |
|                                                  | Invoice    |                  | Date             | Description                 | Check Sort Code  | Amount             |
|                                                  |            | 1733485          | 04/14/2025       | GOLF CARS LEASE MAY-OCTOBER |                  | 7,959.59           |
| Check                                            | 04/14/2025 | 207137           | Accounts Payable | JAMES J TURCSIK, JR.        |                  | 2,600.00           |
|                                                  | Invoice    |                  | Date             | Description                 | Check Sort Code  | Amount             |
|                                                  |            | W/E 4/13/25      | 04/14/2025       | PER CONTRACT                |                  | 2,600.00           |
| Check                                            | 04/14/2025 | 207138           | Accounts Payable | SOUTHERN WINE AND SPIRITS   |                  | 1,462.64           |
|                                                  | Invoice    |                  | Date             | Description                 | Check Sort Code  | Amount             |
|                                                  |            | 2873409          | 04/14/2025       | LIQUOR & SUPPLIES           |                  | 1,462.64           |
| Check                                            | 04/14/2025 | 207139           | Accounts Payable | TIME WARNER CABLE           |                  | 926.86             |
|                                                  | Invoice    |                  | Date             | Description                 | Check Sort Code  | Amount             |
|                                                  |            | 8358101330012573 | 04/14/2025       | 8358101330012573            |                  | 926.86             |
| GENERAL FUND GENERAL FUND Totals:                |            |                  |                  | Transactions: 4             |                  | \$12,949.09        |
| Checks:                                          |            | 4                |                  | \$12,949.09                 |                  |                    |

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 04/15/2025

| Type                                             | Date             | Number | Source           | Payee Name          | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|------------------|--------|------------------|---------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |                  |        |                  |                     |                  |                    |
| Check                                            | 04/15/2025       | 207140 | Accounts Payable | CHASE CARD SERVICES |                  | 10,811.46          |
|                                                  | Invoice          |        | Date             | Description         | Check Sort Code  | Amount             |
|                                                  | 3/7-4/6/25       |        | 04/15/2025       | 4246315436018764    |                  | 10,811.46          |
| Check                                            | 04/15/2025       | 207141 | Accounts Payable | NYSEG               |                  | 1,378.33           |
|                                                  | Invoice          |        | Date             | Description         | Check Sort Code  | Amount             |
|                                                  | 10048275324 acct |        | 04/15/2025       | 508 COLLEGE AVE     |                  | 1,378.33           |
| Check                                            | 04/15/2025       | 207142 | Accounts Payable | NYSEG               |                  | 369.97             |
|                                                  | Invoice          |        | Date             | Description         | Check Sort Code  | Amount             |
|                                                  | 10050397206 acct |        | 04/15/2025       | 119 W 2ND ST        |                  | 369.97             |
| GENERAL FUND GENERAL FUND Totals:                |                  |        |                  | Transactions: 3     |                  | \$12,559.76        |
| Checks:                                          |                  | 3      |                  | \$12,559.76         |                  |                    |

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 04/21/2025

| Type                                             | Date            | Number     | Source                    | Payee Name        | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|-----------------|------------|---------------------------|-------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |                 |            |                           |                   |                  |                    |
| Check                                            | 04/21/2025      | 207145     | Accounts Payable          | LORI WATERS       |                  | 548.00             |
|                                                  | Invoice         | Date       | Description               | Check Sort Code   |                  | Amount             |
|                                                  | CONFERENCE 4/22 | 04/21/2025 | REIMB PAID FOR PERSONALLY |                   |                  | 495.00             |
|                                                  | MEALS PER DEIM  | 04/21/2025 | MEALS PER DIEM            |                   |                  | 53.00              |
| Check                                            | 04/21/2025      | 207146     | Accounts Payable          | STAYBRIDGE SUITES |                  | 161.82             |
|                                                  | Invoice         | Date       | Description               | Check Sort Code   |                  | Amount             |
|                                                  | 4/22-4/23       | 04/21/2025 | LODGING                   |                   |                  | 161.82             |
| GENERAL FUND GENERAL FUND Totals:                |                 |            |                           | Transactions: 2   |                  | \$709.82           |
| Checks:                                          |                 | 2          | \$709.82                  |                   |                  |                    |

City of Elmira \*LIVE\*

**Payment Batch Register**

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 04/17/2025

| Type                                             | Date        | Number | Source           | Payee Name           | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|-------------|--------|------------------|----------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |             |        |                  |                      |                  |                    |
| Check                                            | 04/17/2025  | 207144 | Accounts Payable | JAMES J TURCSIK, JR. |                  | 2,960.02           |
|                                                  | Invoice     |        | Date             | Description          | Check Sort Code  | Amount             |
|                                                  | 4/1-4/15/25 |        | 04/17/2025       | Commission Check     |                  | 2,960.02           |
| GENERAL FUND GENERAL FUND Totals:                |             |        |                  | Transactions: 1      |                  | \$2,960.02         |
| Checks:                                          |             | 1      |                  | \$2,960.02           |                  |                    |

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 04/24/2025

| Type                                             | Date       | Number           | Source           | Payee Name             | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|------------|------------------|------------------|------------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |            |                  |                  |                        |                  |                    |
| Check                                            | 04/24/2025 | 207147           | Accounts Payable | EMPIRE MERCHANTS NORTH |                  | 1,022.20           |
|                                                  | Invoice    |                  | Date             | Description            | Check Sort Code  | Amount             |
|                                                  |            | 92858125         | 04/24/2025       | LIQUOR                 |                  | 1,022.20           |
| Check                                            | 04/24/2025 | 207148           | Accounts Payable | JACOB MARRONE          |                  | 84.00              |
|                                                  | Invoice    |                  | Date             | Description            | Check Sort Code  | Amount             |
|                                                  |            | 5/1-3 TRAINING   | 04/24/2025       | MEALS PER DIEM         |                  | 84.00              |
| Check                                            | 04/24/2025 | 207149           | Accounts Payable | JOSEPH MESSMER         |                  | 84.00              |
|                                                  | Invoice    |                  | Date             | Description            | Check Sort Code  | Amount             |
|                                                  |            | 5/1-3 TRAINING   | 04/24/2025       | MEALS PER DIEM         |                  | 84.00              |
| Check                                            | 04/24/2025 | 207150           | Accounts Payable | TYLER STEVENS          |                  | 84.00              |
|                                                  | Invoice    |                  | Date             | Description            | Check Sort Code  | Amount             |
|                                                  |            | 4/30-5/3 TRAININ | 04/24/2025       | Meals Per Diem         |                  | 84.00              |
| GENERAL FUND GENERAL FUND Totals:                |            |                  |                  | Transactions: 4        |                  | \$1,274.20         |
| Checks:                                          |            | 4                |                  | \$1,274.20             |                  |                    |

ACH PAYMENTS**A Fund**

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 04/12/2025-04/25/2025

|                      |    |                 |
|----------------------|----|-----------------|
| 4/16/2025 GHI DENTAL | \$ | 2,178.00        |
| 4/23/2025 GHI DENTAL | \$ | 827.00          |
|                      | \$ | <u>3,005.00</u> |

**TA Fund**

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 04/12/2025-04/25/2025

|                      |    |               |
|----------------------|----|---------------|
| 4/24/2025 C. Osiecki | \$ | 320.00        |
|                      | \$ | <u>320.00</u> |

## Elmira City Council

|                           |                                                                                        |
|---------------------------|----------------------------------------------------------------------------------------|
| <b>Agenda Summary:</b>    | Act on resolution upon completion of the Executive Session, this meeting is adjourned. |
| <b>Resolution Number:</b> | 2025-141                                                                               |
| <b>Sponsor:</b>           | Joseph Duffy                                                                           |

### ATTACHMENTS

[resolution adjourn meeting after ES 5.5.2025.doc](#)

May 5, 2025

**RESOLUTION**  
**NO. 2025 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the next meeting for the City Council will be a Regular Meeting held on May 19, 2025, at 5:30 PM; and be it further

**RESOLVED**, that upon completion of the Executive Session, 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        |  |