

# Elmira City Council Meeting Minutes

**RE: AGENDA, COUNCIL MEETING**

**Monday, June 8, 2020 5:30 PM**

2020-172

**Act on resolution dispensing with the minutes of the Regular Meeting held on Tuesday, May 26, 2020.**

MOTION: SPONSORED BY: Nicholas Grasso VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

2020-173

**Act on resolution scheduling a date for a public hearing on proposed Local Law #1 of 2020 entitled "A Local Law of the City of Elmira, New York, establishing a notification procedure pursuant to Section 208 of the State Technology Law" for June 22, 2020 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447#.**

MOTION: SPONSORED BY: A Whole Council As VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-174

**Act on resolution scheduling a public hearing on the proposed revisions and additions to certain Articles and Sections of the current City Zoning Ordinance be repealed, that other current Sections be amended, and that Appendix B-1 of the Zoning Ordinance be added to establish a City-Center Form Based Code for June 22, 2020 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447#.**

MOTION: SPONSORED BY: Brent Stermer VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0

ABSENT: TOTAL: 0

2020-175

**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a License Agreement between the City and Baljinders S. Multani d/b/a AA Mart, Inc. providing for AA Mart to continue utilizing the City's Right-Of-Way (that portion of Lake Street north of Harper Street) for customer parking for a one-year term commencing June 15, 2020 and expiring June 14, 2021 for the annual fee of \$450.00; said Agreement subject to Corporation Counsel approval.**

MOTION: SPONSORED BY: Daniel Mandell VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-176

**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a purchase agreement with the Elmira City School District to purchase two (2) 2009 General Motors buses from the District to be used by the Elmira Police Department at the total purchase price of \$500.00; said Agreement subject to Corporation Counsel approval.**

MOTION: SPONSORED BY: A Whole Council As VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-177

**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute all necessary Agreements (Supplemental Agreement #1), certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City with NYS Department of Transportation concerning the Water Street Parking Enhancement Project (NYSDOT Pin # 6755.20/Contract # D035929) by amending the original contract adding the Construction/Inspection phase funding; said Agreements subject to Corporation Counsel approval.**

MOTION: SPONSORED BY: Brent Stermer VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-178

**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute all necessary**

**Agreements (Supplemental Agreement #4), certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City with NYS Department of Transportation concerning the West Water Street Downtown Pavement Reconstruction Project Part 2 (NYSDOT PIN # 6754.68/Contract # D035293) by Construction/Inspection phase funding with correlating Marchiselli monies as well as reducing the Right-Of-Way funding; said Agreements subject to Corporation Counsel approval.**

MOTION: SPONSORED BY: Brent Stermer VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-179      **Act on resolution authorizing the Mayor to enter into a purchase agreement with AutoZone Parts, Inc., for light duty truck and vehicle parts through June 8, 2021, in an amount not to exceed \$50,000.**

MOTION: SPONSORED BY: Joseph Duffy VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-180      **Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 10 and 11 of 2020 in the amount of \$6,740.18.**

MOTION: SPONSORED BY: Daniel Mandell VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-181      **Act on Lead Hazard Control Grant Program Audit.**

MOTION: SPONSORED BY: Tory Kitching VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss, Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-182      **Act on Downtown Revitalization Initiative Program Audit.**

MOTION: SPONSORED BY: Mark Franchi VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss,  
Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-183

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

MOTION: SPONSORED BY: Nicholas Grasso VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss,  
Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

2020-184

**Act on Audit.**

MOTION: SPONSORED BY: Daniel Mandell VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss,  
Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

**SECOND PUBLIC COMMENT PORTION**

**CITY MANAGER REPORT**

2020-185

**Act on resolution to adjourn.**

Nanette  
Moss

MOTION: SPONSORED BY: Nanette Moss VOTE: 7-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss,  
Stermer TOTAL: 7  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: TOTAL: 0

## Elmira City Council

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**Title:** Approval of Minutes

**ResolutionNumber:** 2020-172

**Sponsor:** Nicholas Grasso

**AgendaSummary:** Act on resolution dispensing with the minutes of the Regular Meeting held on Tuesday, May 26, 2020.

**ATTACHMENTS:**

📎 [Beginning 6/8/2020](#)

June 8, 2020

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 8th day of June, 2020.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2020- \_\_\_\_\_

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

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held May 26, 2020, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

## Elmira City Council

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**Title:** Schedule Public Hearing - Proposed LL#1 of 2020

**ResolutionNumber:** 2020-173

**Sponsor:** Council as a Whole

**AgendaSummary:** Act on resolution scheduling a date for a public hearing on proposed Local Law #1 of 2020 entitled "A Local Law of the City of Elmira, New York, establishing a notification procedure pursuant to Section 208 of the State Technology Law" for June 22, 2020 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447#.

### **ATTACHMENTS:**

📎 [Schedule Public Hearing - Proposed LL#1 of 2020](#)

June 8, 2020

**RESOLUTION**  
**NO. 2020 - \_\_\_\_\_**

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

***RESOLVED***, that a public hearing be held on ***Local Law No. 1 of 2020 entitled “A Local Law of the City of Elmira, New York, establishing a notification procedure pursuant to Section 208 of the State Technology Law”*** via telephone conference with the Elmira City Council on Monday, June 22, 2020, by calling: 1-415-655-0002; Access Code 715 618 447# and that notice of such hearing be published once in the Elmira Star Gazette at least five (5) days before said hearing.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



## Elmira City Council

<b>Title:</b>	Schedule Public Hearing Zoning Updates
<b>ResolutionNumber:</b>	2020-174
<b>Sponsor:</b>	Brent Stermer
<b>AgendaSummary:</b>	Act on resolution scheduling a public hearing on the proposed revisions and additions to certain Articles and Sections of the current City Zoning Ordinance be repealed, that other current Sections be amended, and that Appendix B-1 of the Zoning Ordinance be added to establish a City-Center Form Based Code for June 22, 2020 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447#.

### **ATTACHMENTS:**

- ▯ [Schedule Public Hearing Zoning Updates](#)

June 8, 2020

**RESOLUTION**  
**NO. 2020 - \_\_\_\_\_**

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

**RESOLVED**, that the proposed revisions and additions to certain Articles and Sections of the current City Zoning Ordinance be repealed, that other current Sections be amended, and that Appendix B-1 of the Zoning Ordinance be added to establish a City-Center Form Based Code, be received and ordered printed in the minutes; and be it further

**RESOLVED**, that a public hearing be held on said proposed Zoning revisions and additions via telephone conference with the Elmira City Council on Monday, June 22, 2020, by calling: 1-415-655-0002; Access Code 715 618 447# and that notice of such hearing be published once in the Elmira Star Gazette at least five (5) days before said hearing.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

## Elmira City Council

**Title:** License Agreement AA Mart

**ResolutionNumber:** 2020-175

**Sponsor:** Daniel Mandell

**AgendaSummary:** Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a License Agreement between the City and Baljinders S. Multani d/b/a AA Mart, Inc. providing for AA Mart to continue utilizing the City's Right-Of-Way (that portion of Lake Street north of Harper Street) for customer parking for a one-year term commencing June 15, 2020 and expiring June 14, 2021 for the annual fee of \$450.00; said Agreement subject to Corporation Counsel approval.

### **ATTACHMENTS:**

- ▢ [communication and resolution](#)
- ▢ [proposed agreement](#)

June 8, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira is the owner of a certain Right-of-Way located within the City and commonly referred to as a portion of Lake Street, more particularly that portion of Lake Street north of Harper Street, which presently is closed to through-traffic (hereinafter Right-of-Way). Baljinders S. Multani d/b/a AA Mart, Inc. is desirous of having his customers to continue to park upon said Right-of-Way held by the City. Under a License Agreement dated June 28, 2019, Multani has been using the Right-of-Way for customer parking, said agreement expires June 14, 2020.

The following resolution grants the license and authorizes the Mayor to execute a new License Agreement with Baljinders S. Multani effective from June 15, 2020 to June 14, 2021. Multani will pay the City an annual license fee of \$450.00 (10 spaces x \$45.00 per space).

Respectfully yours,

P. Michael Collins  
City Manager

June 8, 2020

**RESOLUTION**  
**NO. 2020 – \_\_\_\_\_**

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

**RESOLVED**, that the communication from the City Manager regarding the City granting to Baljinders S. Multani d/b/a AA Mart, Inc. a License Agreement to continue to utilize the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a one-year term commencing upon the execution of the Agreement, be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira does hereby grant to Baljinders S. Multani d/b/a AA Mart, Inc. a license to use the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a term of one (1) year commencing June 15, 2020 and expiring on June 14, 2021 upon the execution of the Agreement, and in consideration for such permission, Multani will pay an annual license fee to the City in the amount of \$450.00; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute a License Agreement containing the aforementioned provisions; subject to the approval of the Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

## ***LICENSE AGREEMENT***

***THIS AGREEMENT*** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between

***CITY OF ELMIRA***, a municipal corporation having its principal office and place of business at 317 East Church Street, Elmira, NY 14901, hereinafter called “City”,

and

***BALJINDERS S. MULTANI***, d/b/a AA Mart Inc., with a business located at 804 Lake Street, Elmira, NY 14901, hereinafter “Multani”,

### ***WITNESSETH:***

**WHEREAS**, the City of Elmira is the owner of a certain Right-of-Way located within the City and commonly referred to as a portion of Lake Street, more particularly that portion of Lake Street north of Harper Street, which presently is closed to through-traffic, (hereinafter Right-of-Way); and

**WHEREAS**, Multani is desirous of having his customers park upon said Right-of-Way held by the City; and

**WHEREAS**, the City is desirous of granting Multani permission to allow said customer parking so as to foster the City’s efforts in promoting commerce within the City;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. ***License***: The City hereby grants to Multani permission to use the Right-of-Way held by the City for the purpose of AA Mart Inc. customer parking. Multani shall not use the Right-of-Way for any other purpose without the prior written consent of the City.

2. ***Term and Option:*** This License Agreement may be terminated at any time by the City of Elmira; term of the Agreement shall be for one (1) year effective from June 15, 2020 and expiring on June 14, 2021. To cancel renewal of this Agreement, Multani must notify the City in writing of his election not to renew this Agreement no later than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal.

3. ***Fee:*** In consideration for the right to use the Right-of-Way, Multani shall pay at the time of the execution of this Agreement to the City the sum of FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS per year.

4. ***Structural Changes/Improvements:*** Multani shall not make any structural changes to the Right-of-Way without the prior written consent of the City.

5. ***Insurance/Indemnification:*** Multani shall maintain throughout the entire term of this Agreement, at his sole cost and expense, a certificate of insurance naming the ***City of Elmira, its officers, employees and agents as additional insureds on a primary basis.***

The policy must provide minimum coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and which policy must be acceptable to the City's Corporation Counsel.

Multani shall defend and indemnify and save harmless the City, its officers and employees, against all liability, judgments, costs, damages and expenses (including reasonable attorneys' fees) upon any claim for injuries to or death of any persons or damage to any property arising as a result of Multani's, his employees', agents', invitees', and representatives' use of the Right-of-Way, and Multani shall further indemnify and hold harmless the City of Elmira, its officers and employees against any and all claims, judgments, losses and expenses (including reasonable attorneys' fees), premised either directly or indirectly upon any violation of federal law or regulations, State of New York laws, rules or regulations, and any local ordinance by Multani, his employees, or agents.

Multani shall be solely responsible for the safety and protection of all persons, property and equipment participating in, or used in, the operation of the business.

6. **Certificates/Permits:** Prior to the commencement of any operations, Multani shall obtain any and all permits necessary for the conduct of the business and shall file with the Chemung County Clerk a certificate of doing business under an assumed name, if applicable, and shall provide a copy of said certificate, stamped with the date and time of filing with the County Clerk, to the City's Law Department.

7. **Termination:** The City shall have the right to terminate this Agreement for any reason upon written notice to Multani. The City shall have no liability or obligation to pay Multani all or any portion of the expenses incurred by him for any improvements or alterations to the Right-of-Way.

8. **Default:** Any failure by Multani to comply with the terms and conditions of this Agreement shall constitute an event of default, in which case the City may terminate this Agreement upon written notice. The City's failure to declare Multani in default shall not constitute a waiver by the City of its right to declare Multani in default at any time in the future during the term of this Agreement.

9. **Building Condition:** Upon expiration or termination of this Agreement, Multani shall return the Right-of-Way to the City in a clean and neat condition, subject to any alterations or improvements which shall become the property of the City.

10. **Nondiscrimination Clause:** Multani, his employees, agents, representatives and volunteers shall not discriminate against any person because of age, race, creed, sex, color, disability, national origin or marital status.

11. **Assignment:** Multani shall not assign this License Agreement without the prior written consent of the City.

12. **Modifications:** This Agreement represents the entire agreement between the parties and may not be changed, altered or modified without the prior written approval of each party.



13. **Notices:** Any notices pursuant to this Agreement may be served either personally or by certified mail, return receipt, to the address of each of the parties set forth herein above, or to such other address as either party may notify the other.

***IN WITNESS WHEREOF***, the parties have hereunto signed this Agreement the date set forth opposite their respective signatures.

***CITY OF ELMIRA, NEW YORK***

***Dated:*** \_\_\_\_/\_\_\_\_/2020

***By:*** \_\_\_\_\_  
***Daniel J. Mandell, Jr.***  
***Mayor***  
***Resolution No.: 2020 -*** \_\_\_\_\_

***Dated:*** \_\_\_\_/\_\_\_\_/2020

\_\_\_\_\_  
***Baljinders S. Multani***

## Elmira City Council

<b>Title:</b>	Purchase Agreement 2 Buses
<b>ResolutionNumber:</b>	2020-176
<b>Sponsor:</b>	Council as a Whole
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a purchase agreement with the Elmira City School District to purchase two (2) 2009 General Motors buses from the District to be used by the Elmira Police Department at the total purchase price of \$500.00; said Agreement subject to Corporation Counsel approval.

### **ATTACHMENTS:**

- 📎 [Communication and resolution](#)
- 📎 [Proposed agreement](#)

June 8, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Elmira City School District (District) is the owner of two (2) 2009 General Motors buses which the District has declared to be surplus property. The District had intended to sell the buses at public auction, each with an assigned value of \$1,750.00. The Elmira Police Department is desirous to acquire the buses and the District has agreed to convey the vehicles to the City for a total purchase price of \$500.00.

The following resolution authorizes the purchase.

Respectfully yours,

P. Michael Collins  
City Manager

June 8, 2020

**RESOLUTION**  
**NO. 2020 – \_\_\_\_\_**

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

**RESOLVED**, that the communication from the City Manager regarding the City's purchase of two (2) 2009 General Motors buses from the Elmira City School District, 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 said purchase from the Elmira City School District for a total purchase price of \$500.00; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute the purchase Agreement with said School District, a copy of which is attached hereto and made a part hereof; and be it further

**RESOLVED**, that said Agreement be subject to the approval of the Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

## **AGREEMENT**

***THIS AGREEMENT***, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the

***CITY OF ELMIRA, NY***, a New York municipal corporation with offices at 317 East Church Street Elmira, New York 14901 ("City"); and the

***ELMIRA CITY SCHOOL DISTRICT***, an educational corporation with administrative offices at 430 W. Washington Avenue, Elmira, New York 14901 ("District")

### **W I T N E S S E T H :**

***WHEREAS***, the District is the owner of two (2) buses identified as follows:

1. Bus 357 General Motors 3500, year 2009  
VIN # 1GDHG31C591139617; and
2. Bus 358 General Motors 3500, year 2009  
VIN # 1GDHD31C691139898 ("Vehicles")

***WHEREAS***, the District has declared the Vehicles to be surplus property and has authorized they be sold at public auction; and

***WHEREAS***, for sale purposes, the District has assigned a value of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) for each vehicle; and

***WHEREAS***, the City is desirous of acquiring the Vehicles for a total purchase price of Five Hundred and 00/100 Dollars (\$500.00) (the "Purchase Price"); and

***WHEREAS***, the District is willing to sell the Vehicles to the City for said Purchase Price provided the City indemnifies the District as set forth below; and

***WHEREAS***, the governing bodies of each of the parties have authorized this sale and purchase for the stated Purchase Price;

***NOW, THEREFORE***, the parties agree as follows:

1. The District shall sell to and the City shall purchase from the District the Vehicles identified above for a total Purchase Price of Five Hundred and 00/100 Dollars (\$500.00).

2. The District makes no warranties, express or implied, of any kind whatsoever and the City acknowledges that it is purchasing the Vehicles "as is".

3. If at any time during two (2) years immediately following the date of this Agreement the District's independent auditors make a written finding that the District should not have sold the Vehicles to the City for less than the assigned sale value of \$1,750.00 for each Vehicle, upon written demand to the City Manager, the City shall pay the District an additional Purchase Price of Three Thousand and 00/100 Dollars (\$3,000.00) for the Vehicles ( $\$1,750.00 - \$250.00 = \$1,500 \times 2$ ) within forty-five (45) days of the City's receipt of the written demand.

***IN WITNESSES WHEREOF***, the parties have signed this Agreement on the date set opposite their signatures.

***Dated:*** \_\_\_\_\_, 2020

***CITY OF ELMIRA, NY***

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

***Daniel J. Mandell, Jr.***

***Mayor***

***Resolution No. 2020 - \_\_\_\_\_***

***Dated:*** \_\_\_\_\_, 2020

***ELMIRA CITY SCHOOL DISTRICT***

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

***President***

***Resolution No. 2020 - 16.13***

## Elmira City Council

<b>Title:</b>	NYSDOT W Water St Parking Enhancement Project
<b>ResolutionNumber:</b>	2020-177
<b>Sponsor:</b>	Brent Stermer
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute all necessary Agreements (Supplemental Agreement #1), certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City with NYS Department of Transportation concerning the Water Street Parking Enhancement Project (NYSDOT Pin # 6755.20/Contract # D035929) by amending the original contract adding the Construction/Inspection phase funding; said Agreements subject to Corporation Counsel approval.

### **ATTACHMENTS:**

 [communication and resolution](#)

June 8, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Water Street Parking Enhancement Project (PIN 6755.20), the City Council has previously approved an Agreement (D035929) with the NYS Department of Transportation (NYSDOT). NYSDOT is amending the original Agreement by a Supplemental Agreement #1 by adding the Construction/Inspection phase funding. The amendment has to be approved by Council Resolution and Agreement before reimbursement.

The following resolution approves the Supplemental Agreement #1 and authorizes the Mayor to execute all necessary Agreements; said Agreements to be subject to the approval of the Corporation Counsel.

Respectfully yours,

P. Michael Collins  
City Manager



June 8, 2020

**RESOLUTION**  
**NO. 2020 - \_\_\_\_\_**

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

**WHEREAS**, a Project for the Water Street Parking Enhancement Project, City of Elmira, County of Chemung, P.I.N. 6755.20 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 0% Federal funds and 100% non-federal funds; and

**WHEREAS**, the City of Elmira desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of West Water Street Parking Enhancement Project, City of Elmira, County of Chemung;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Council of Elmira, New York hereby approves the above-subject project; and it is further

**RESOLVED**, that Elmira City Council hereby authorizes the City of Elmira to pay in the first instance 100% of the federal and non-federal share of the cost of Design and Construction phase work for the Project or portions thereof; and it is further

**RESOLVED**, that the sum of \$250,000 is hereby appropriated from Account No. H-5110-2379.523500-205 and made available to cover the cost of participation in the above phase of the Project; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, City of Elmira shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

**RESOLVED**, that the Mayor of the City of Elmira be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Elmira with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

***RESOLVED***, that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

***RESOLVED***, this Resolution shall take effect immediately.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

## Elmira City Council

<b>Title:</b>	W Water St Pavement Reconstruction Supp Agmt #4
<b>ResolutionNumber:</b>	2020-178
<b>Sponsor:</b>	Brent Stermer
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute all necessary Agreements (Supplemental Agreement #4), certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City with NYS Department of Transportation concerning the West Water Street Downtown Pavement Reconstruction Project Part 2 (NYSDOT PIN # 6754.68/Contract # D035293) by Construction/Inspection phase funding with correlating Marchiselli monies as well as reducing the Right-Of-Way funding; said Agreements subject to Corporation Counsel approval.

### **ATTACHMENTS:**

- 📎 [communication and resolution](#)
- 📎 [Supp Agmt #4](#)

June 8, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the West Water Street Downtown Pavement Reconstruction Project Part 2 (PIN 6754.68), the City Council has previously approved an Agreement (D035293) with the NYS Department of Transportation (NYSDOT). NYSDOT is amending the original Agreement by a Supplemental Agreement #4 by adding the Construction/Inspection phase funding with correlating Marchiselli monies as well as reducing the Right-of-Way (ROW) funding to the expended level. The unexpended ROW funds have been included in the Construction phase funding. However, the additions have to be approved by Council Resolution and Agreement before reimbursement.

The following resolution approves the Supplemental Agreement #4 and authorizes the Mayor to execute all necessary Agreements; said Agreements to be subject to the approval of the Corporation Counsel.

Respectfully yours,

P. Michael Collins  
City Manager

June 8, 2020

**RESOLUTION**  
**NO. 2020 - \_\_\_\_\_**

**AUTHORIZING THE IMPLEMENTATION, AND FUNDING  
IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID  
AND STATE “MARCHISELLI” PROGRAM-AID ELIGIBLE  
COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND  
APPROPRIATING FUNDS THEREFORE**

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

**WHEREAS**, a Project for the West Water Street Downtown Reconstruction in the City of Elmira, County of Chemung, P.I.N. 6754.68 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

**WHEREAS**, the City of Elmira desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of West Water Street Downtown Reconstruction in the City of Elmira, County of Chemung.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Council for the City of Elmira hereby approves the above-subject project; and it is further

**RESOLVED**, that the Elmira City Council hereby authorizes the City of Elmira to pay in the first instance 100% of the federal and non-federal share of the cost of Design, Right of Way Incidentals and Acquisition, and Construction/Construction Inspection phases for the Project or portions thereof; and it is further

**RESOLVED**, that the sum of \$2,810,000 is hereby appropriated from Account No. H-5110-2379.523500-205 and made available to cover the cost of participation in the above phase of the Project; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City of Elmira shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

**RESOLVED**, that the Mayor of the City of Elmira be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Elmira with the New York State

Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

***RESOLVED***, that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

***RESOLVED***, this Resolution shall take effect immediately.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Sponsor: City of ElmiraPIN: 6754.68 BIN: N/AComptroller's Contract No. D035293Supplemental Agreement No. 4Date Prepared: 5/21/2020 By: dls

Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 4 to D035293** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Elmira (the Sponsor)Acting by and through the Mayor of the City of Elmirawith its office at 317 East Church Street, Elmira, New York 14901.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

☒ Amends a previously adopted Schedule A by (*check as applicable*):

☐ amending a project description

☐ amending the contract end date

☒ amending the scheduled funding by:

☒ adding additional funding (*check and enter the # phase(s) as applicable*):

☒ adding phase C/C which covers eligible costs incurred on/after 3/26/2020

☐ adding phase \_\_\_\_\_ which covers eligible costs incurred on/after 1 / 1

☐ increasing funding for a project phase(s)

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☒ deleting/reducing funding for a project phase(s)

☐ other (\_\_\_\_\_)

☒ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

☒ Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

☒ Amends the text of the Agreement as follows (*insert text below*):

**Updated Retention Exhibit**

Sponsor: City of Elmira  
 PIN: 6754.68 BIN: N/A  
 Comptroller's Contract No. D035293  
 Supplemental Agreement No. 4  
 Date Prepared: 5/21/2020 By: dls  
 Initials

Press F1 for instructions in the blank fields:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

STATE OF NEW YORK

}ss.:

COUNTY OF CHEMUNG

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
 Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:**  
**STATE OF NEW YORK ATTORNEY GENERAL**

BY: \_\_\_\_\_  
 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: \_\_\_\_\_  
 Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
 For the New York State Comptroller  
 Pursuant to State Finance Law § 112



**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 6754.68**

<b>OSC Municipal Contract #:</b> D035293	<b>Contract Start Date:</b> 5/24/2016 (mm/dd/yyyy)	<b>Contract End Date:</b> 12/31/2021 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A			
<b>Purpose:</b> <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 4					
<b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Elmira Other Municipality/Sponsor (if applicable):  <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share					
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
<b>Work Type:</b> HWY RECONST	<b>County (If different from Municipality):</b> County of Chemung				
<b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/> <b>Project Description:</b> West Water Street Downtown Reconstruction Part 2, City of Elmira, Chemung County					
<b>Marchiselli Allocations Approved FOR ALL PHASES</b> All totals will calculate automatically.					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$40,500.00	\$1,500.00	\$463,500.00	\$505,500.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
Authorized Allocations to Date		\$40,500.00	\$1,500.00	\$463,500.00	\$505,500.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
6754.68.121	Current	NHPP (80%)	\$270,000.00	\$216,000.00	\$40,500.00 *	\$13,500.00	\$0.00
	Old	NHPP (80%)	\$270,000.00	\$216,000.00	\$40,500.00 *	\$13,500.00	\$0.00
6754.68.221	Current	NHPP (80%)	\$5,550.00	\$4,440.00	\$833.00 *	\$277.00	\$0.00
	Old	NHPP (80%)	\$10,000.00	\$8,000.00	\$1,500.00 *	\$500.00	\$0.00
6754.68.321	Current	NHPP (80%)	\$2,534,450.00	\$2,027,560.00	\$380,168.00 *	\$126,722.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$2,810,000.00	\$2,248,000.00	\$421,501.00	\$140,499.00	\$ 0.00

## NYSDOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**C. Local Deposit(s) from Section A:**

\$ 0.00

**Additional Local Deposit(s)**

\$0.00

**Total Local Deposit(s)**

\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$2,248,000.00	\$421,501.00	\$ 0.00	\$140,499.00	\$2,810,000.00

**E. Point of Contact for Questions Regarding this Schedule A (Must be completed)**

 Name: Dawn L. Sutfin, Contract Mgmt. Specialist  
 Phone No: 607-324-8415

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**NYSDOT/State-Local Agreement – Schedule A**

**Footnotes:** (See LPB's website for link to sample footnotes)

- This Supplemental Schedule A has been amended to add Construction/Inspection phase funding with correlating Marchiselli monies. All phases are currently at the maximum allowable 15% Marchiselli funding level.
- This Supplemental Schedule A has also been amended to reduce the Right of Way phase funding from its current \$10,000 to the expended level of \$5,550.
- 
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-

## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**B. Right-of-Way (ROW) Acquisition****Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |



## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

October 2019

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) ) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



## **Retention Exhibit**

### **Extended Record Retention Requirements**

To the extent that any part of the following exhibit, or any clause herein, contradicts a clause or term of a previously executed agreement between the parties, this exhibit shall govern.

*Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

#### *Extended Records Retention Requirements.*

To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including, but not limited to, invoices related to the Sponsor's project costs and documents evidencing the use and ownership of the property related to the Sponsor's project; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

04/21/2020



## Elmira City Council

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**Title:** AutoZone Parts, Inc Agreement

**ResolutionNumber:** 2020-179

**Sponsor:** Joseph Duffy

**AgendaSummary:** Act on resolution authorizing the Mayor to enter into a purchase agreement with AutoZone Parts, Inc., for light duty truck and vehicle parts through June 8, 2021, in an amount not to exceed \$50,000.

**ATTACHMENTS:**

📎 [AutoZone Agreement](#)

June 8, 2020

**RESOLUTION**  
**NO. 2020 - \_\_\_\_\_**

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

**WHEREAS**, the Commissioner for the Chemung County Department of Public Works has recommended that the City enter into a purchase agreement with AutoZone Parts, Inc. for a provision by AutoZone of light duty truck and vehicle parts; and

**WHEREAS**, said Commissioner recommends that the purchase agreement with AutoZone be in connection with the OMNIA Cooperative Bid Contract #R170201 (PGB-2220) for the period June 9, 2020 through June 8, 2021 with an option available for a one-year extension in an amount not to exceed \$50,000; and

**WHEREAS**, the Commissioner, together with the City Manager, have recommended that the Council approve this request;

**NOW, THEREOFRE, BE IT**

**RESOLVED**, that the Mayor is hereby authorized and directed to enter into a purchase agreement with AutoZone Parts, Inc. for light duty truck and vehicle parts through June 8, 2021, as more particularly identified in the preamble to this resolution for an amount not to exceed \$50,000; said agreement subject to the approval of the Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

## Elmira City Council

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**Title:** Fire Overtime 10-11 2020

**ResolutionNumber:** 2020-180

**Sponsor:** Daniel Mandell

**AgendaSummary:** Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 10 and 11 of 2020 in the amount of \$6,740.18.

**ATTACHMENTS:**

📎 [Fire OT 6-8-2020](#)

June 8, 2020

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 10 and 11 of 2020.

It is respectfully recommended that the City Council authorize the payment of \$6,740.18 for pay periods 10 and 11 of 2020 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

  
P. Michael Collins  
City Manager

RESOLUTION  
NO. 2020- 180

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

RESOLVED, that the communication from the City Manager dated May 26, 2020 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 10 and 11 of 2020 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 10 and 11 of 2020 in the amount of \$6,740.18 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

ELMIRA FIRE DEPARTMENT  
2020  
BREAKDOWN OF OVERTIME PAY PERIODS 10 and 11

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
SICK	67.00	3,157.86
COVID-19 SICK	72.00	3,284.88
*RECALL	6.00	297.44
<hr/>		
TOTAL	145.00	6,740.18

\* 5/16 RIVER RESCUE

## Elmira City Council

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**Title:** LEAD Audit 06/08/2020

**ResolutionNumber:** 2020-181

**Sponsor:** Tory Kitching

**AgendaSummary:** Act on Lead Hazard Control Grant Program Audit.

**ATTACHMENTS:**

📎 [LEAD Audit 06-08-2020](#)

June 8, 2020

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT  
RESOLUTION NO. 2020-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$2,500.00**, they are hereby audited for payment for the LEAD Hazard Reduction Grant, June 8, 2020.

**ADOPTED BY THE FOLLOWING VOTE**

<b>AYES</b>		<b>NAYS</b>
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

<b>Acct. Name</b>	<b>Payee</b>	<b>Item</b>	<b>Amount</b>
Payroll Expenses	Payroll	June 11, 2020 payroll to be reimbursed to CDBG- not to exceed:	\$2,500.00
<b>TOTAL</b>			<b>\$2,500.00</b>

Elmira City Council

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**Title:** DRI Audit 06/08/2020

**ResolutionNumber:** 2020-182

**Sponsor:** Mark Franchi

**AgendaSummary:** Act on Downtown Revitalization Initiative Program Audit.

**ATTACHMENTS:**

 [DRI Audit 06/08/2020](#)



June 8, 2020

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT  
RESOLUTION NO. 2020-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$420.00** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, June 8, 2020.

**ADOPTED BY THE FOLLOWING VOTE**

<b>AYES</b>		<b>NAYS</b>
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

<b>Acct. Name</b>	<b>Payee</b>	<b>Item</b>	<b>Amount</b>
DRI- Purchased Services	LaBella Associates	Invoice # 121577- Professional services 03/21/2020-4/17/2020	\$420.00
<b>TOTAL</b>			<b>\$420.00</b>

Elmira City Council

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**Title:** CDBG Audit 06/08/2020

**ResolutionNumber:** 2020-183

**Sponsor:** Nicholas Grasso

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

**ATTACHMENTS:**

 [CDBG audit 06/08/20](#)

June 8, 2020

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
RESOLUTION NO. 2020-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$77,205.16**, they are hereby audited for payment for the Community Development Block Grant, June 8, 2020.

**ADOPTED BY THE FOLLOWING VOTE**

<b>AYES</b>		<b>NAYS</b>
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Public Works- Street Improvements 45 <sup>th</sup> yr	City Chamberlain	Reimbursement to City for Street improvements (Dalrymple)	\$55,567.61
Admin- Telephone	City Chamberlain	Invoice # 2020-00000013 April 2020 telephone charges	\$14.02
Rehab- Fringe benefits Admin- Fringe benefits	City Chamberlain	June 2020 Employee Health Insurance	\$4,157.63
Rehab- Owner Occupied	See attached for client's name and address	New CDBG rehab loan- see attached for additional information	\$5,240.00
Rehab- Filing Fees	Chemung County Clerk	CDBG mortgage filing fee (see attached for client's names and address	\$70.00
Admin- ADP charges Rehab- ADP charges	ADP	Invoice # 556855346- payroll fees for 4/12/2020 + 4/26/2020 payrolls	\$155.90
Rehab- Payroll Admin-Payroll	Payroll	June 11, 2020 payroll not to exceed	\$12,000.00
<b>TOTAL</b>			<b>\$77,205.16</b>

## Elmira City Council

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**Title:** Audit

**ResolutionNumber:** 2020-184

**Sponsor:** Daniel Mandell

**AgendaSummary:** Act on Audit.

**ATTACHMENTS:**

- 📎 [Cover Page](#)
- 📎 [Backup Part 1](#)
- 📎 [Backup Part 2](#)

DATE: June 8th, 2020  
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:	\$84,208.29
CAPITAL FUNDS:	\$52,365.25
COMMUNITY DEVELOPMENT:	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$136,573.54
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**OTHER PAYMENTS:**

PAYROLLS W/E JUN 7, 2020	\$650,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$3,942.45
CAPITAL HAND CHECKS	\$8.33
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$653,950.78
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GRAND TOTAL PAYMENTS:	\$790,524.32
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RESOLUTION NO. 2020-

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

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

\$790,524.32

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

_____	COUNCILMEMBER STERMER	_____
_____	COUNCILMEMBER MOSS	_____
_____	COUNCILMEMBER FRANCHI	_____
_____	COUNCILMEMBER KITCHING	_____
_____	COUNCILMEMBER GRASSO	_____
_____	COUNCILMEMBER DUFFY	_____
_____	MAYOR MANDELL	_____

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City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 06/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	06/08/2020	195086 Accounts Payable	ALPS ELEVATOR INSPECTION SVCS		180.00
	Invoice	Date	Description		Amount
	38937	05/12/2020	ANNUAL ELEVATOR INS. CENTERTOWN		180.00
Check	06/08/2020	195087 Accounts Payable	ALTEC INDUSTRIES		462.00
	Invoice	Date	Description		Amount
	50546617	02/26/2020	REPAIRS TO #403 BOOM TRUCK		462.00
Check	06/08/2020	195088 Accounts Payable	ANTOINETTE WISNIEWSKI		867.60
	Invoice	Date	Description		Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1		867.60
Check	06/08/2020	195089 Accounts Payable	ARCHIE STURCH		867.60
	Invoice	Date	Description		Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1		867.60
Check	06/08/2020	195090 Accounts Payable	AUSTIN EXCAVATING & PAVING INC		900.00
	Invoice	Date	Description		Amount
	2981	05/15/2020	BLANKET FOR TOPSOIL & STONE		900.00
Check	06/08/2020	195091 Accounts Payable	BONNIE SWEENEY		867.60
	Invoice	Date	Description		Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement		867.60
Check	06/08/2020	195092 Accounts Payable	BULLDOG FIRE APPARATUS OF NY, INC		191.92
	Invoice	Date	Description		Amount
	PBFA1241	05/14/2020	KME REPAIRS/SEAL KITS/BLANKET PO		191.92
Check	06/08/2020	195093 Accounts Payable	CHAMPION FASTENERS		18.90
	Invoice	Date	Description		Amount
	56710	05/12/2020	GENL HARDWARE/PARTS-BLANKET PO RFB# 19-490		18.90
Check	06/08/2020	195094 Accounts Payable	CHAPEL LUMBER COMPANY		64.25
	Invoice	Date	Description		Amount
	2005-262922	05/15/2020	BLANKET FOR LUMBER AND MATERIALS		47.90
	258680	04/14/2020	CONCRETE/LUMBER - STREETS DEPT BLANKET PO		16.35
Check	06/08/2020	195095 Accounts Payable	CHEMUNG COUNTY TRANSFER		1,349.50
	Invoice	Date	Description		Amount
	129575	05/18/2020	CUST TI-00038 1		1,349.50
Check	06/08/2020	195096 Accounts Payable	CHEMUNG SUPPLY CORPORATION		531.02
	Invoice	Date	Description		Amount
	000399	05/21/2020	GENL PARTS/HARDWARE-BLANKET PO		531.02
Check	06/08/2020	195097 Accounts Payable	Columbia Cross Roads Equipment		4,402.80
	Invoice	Date	Description		Amount
	160688	05/21/2020	WOODS MOWER REPAIRS/AUTHORIZED DEALER		4,402.80
Check	06/08/2020	195098 Accounts Payable	CULLIGAN		9.40
	Invoice	Date	Description		Amount

	272x26070807	04/30/2020	COOLER RENTAL AND WATER	9.40
Check	06/08/2020	195099 Accounts Payable	CUMMINS NORTHEAST, INC.	20.17
	Invoice	Date	Description	Amount
	W4-31137	04/09/2020	ELECTRONIC PARTS/ TRUCKS BLANKET PO	20.17
Check	06/08/2020	195100 Accounts Payable	ELLEN MURPHY	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195101 Accounts Payable	ELM CHEVROLET CO. INC.	8.62
	Invoice	Date	Description	Amount
	74503	04/23/2020	CHEVY PARTS/EPD CARS BLANKET PO	8.62
Check	06/08/2020	195102 Accounts Payable	EUGENE OTTAVIANI	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195103 Accounts Payable	FERRARIO FORD LINCOLN MERCURY	1,748.97
	Invoice	Date	Description	Amount
	73893	05/05/2020	FORD F350 SUPER DUTY PARTS OEM MANUF PARTS	1,391.85
	50790,73586,5096	03/31/2020	MISC. MANUF PARTS - BLANKET PO	357.12
Check	06/08/2020	195104 Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC	555.00
	Invoice	Date	Description	Amount
	37160+37159	05/01/2020	MONITORING CHARGES AT COLLEGE AVE ANNUAL BILLING	555.00
Check	06/08/2020	195105 Accounts Payable	FIRST TURF & ORNAMENTAL	204.00
	Invoice	Date	Description	Amount
	5686	04/28/2020	CART DIRECTIONAL SIGNS	204.00
Check	06/08/2020	195106 Accounts Payable	FIRST UNUM LIFE	1,157.41
	Invoice	Date	Description	Amount
	MAY 2020	05/22/2020	Policy 0461461-001	583.16
	MAY 2020.	05/22/2020	Policy 0461381-001	574.25
Check	06/08/2020	195107 Accounts Payable	GAIL SHAW	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195108 Accounts Payable	GEORGE HENDRIX	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195109 Accounts Payable	HAMILTON MEATS, INC.	255.40
	Invoice	Date	Description	Amount
	33908,33930	05/15/2020	BURGERS/SAUSAGE/CHICKEN/BFAST SAUSAGE	255.40
Check	06/08/2020	195110 Accounts Payable	INSERO & CO CPAs LLP	6,000.00
	Invoice	Date	Description	Amount
	103547	05/21/2020	AUDIT SERVICES ENDING 12/31/19	6,000.00
Check	06/08/2020	195111 Accounts Payable	J & J EQUIPMENT	618.17
	Invoice	Date	Description	Amount
	13148	04/24/2020	TRUCK PARTS	618.17
Check	06/08/2020	195112 Accounts Payable	JAMES A. BAKER	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195113 Accounts Payable	JAMES GENSEL	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195114 Accounts Payable	JAMES LARSON	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60



Check	06/08/2020	195115 Accounts Payable	JOAN GENSEL	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195116 Accounts Payable	JOHN G. RYAN	238.05
	Invoice	Date	Description	Amount
	550171-3	05/28/2020	BEER/KEGS ON REQUEST FROM EVENTS	238.05
Check	06/08/2020	195117 Accounts Payable	JOHN MARKS	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195118 Accounts Payable	JOHN'S EQUIPMENT RENTAL	409.86
	Invoice	Date	Description	Amount
	41321	05/18/2020	BLANKET FOR WEED WACKERS, CHAIN SAWS & SUPPLIES	409.86
Check	06/08/2020	195119 Accounts Payable	KELLEY BROTHERS	55.20
	Invoice	Date	Description	Amount
	7-112731	03/30/2020	BLANKET FOR KEYS, LOCKS DOOR PARTS	55.20
Check	06/08/2020	195120 Accounts Payable	LAZ PARKING MGMT.LTD	7,315.06
	Invoice	Date	Description	Amount
	APRIL 2020	05/01/2020	PARKING GARAGE	7,315.06
Check	06/08/2020	195121 Accounts Payable	LINDA MARKS	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195122 Accounts Payable	LINDA NOTO	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195123 Accounts Payable	LINDA STURCH	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195124 Accounts Payable	LOWE'S COMPANIES, INC.	407.81
	Invoice	Date	Description	Amount
	17002,17289	05/16/2020	BLANKET FOR FLOWERS & MULCH	347.10
	47779	05/19/2020	BLANKET FOR PAINT, IRRIGATION PARTS, TOOLS, ETC	60.71
Check	06/08/2020	195125 Accounts Payable	MARY HELEN HALL	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195126 Accounts Payable	MARY LARSON	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020	195127 Accounts Payable	MCDONALD EXCAVATING, INC.	306.00
	Invoice	Date	Description	Amount
	53939+	05/22/2020	BLANKET FOR LOAM AND SAND IN CITY PARKS	306.00
Check	06/08/2020	195128 Accounts Payable	MIKE CICORA'S PEST CONTROL	390.50
	Invoice	Date	Description	Amount
	5/26/2020	05/26/2020	PEST CONTROL AT CITY BUILDINGS	390.50
Check	06/08/2020	195129 Accounts Payable	NU-WAY ELMIRA	967.71
	Invoice	Date	Description	Amount
	1174NX2402	05/11/2020	BLANKET FOR BATTERIES, FILTERS, OIL, ETC	104.47
	1174NX2362+	05/11/2020	BLANKET PO-PARTS,FILETERS,OIL.ETC	863.24
Check	06/08/2020	195130 Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	195.00
	Invoice	Date	Description	Amount
	V0033251	05/15/2020	NYS FIRE ACADEMY Training Classes BPO	195.00
Check	06/08/2020	195131 Accounts Payable	NYS UNEMPLOYMENT INSURANCE	75.47

	Invoice	Date	Description	Amount
	LATE CHARGE	05/18/2020	FROM QTR1 PMT	75.47
Check	06/08/2020 195132 Accounts Payable		NYSEG	17,643.08
	Invoice	Date	Description	Amount
	5/15 STMT	05/15/2020	Acct 1901-0000-214	2,061.60
	5/15	05/15/2020	ACCT 1901-0154-003	15,581.48
Check	06/08/2020 195133 Accounts Payable		NYSID	3,307.14
	Invoice	Date	Description	Amount
	865713	05/19/2020	ANNUAL CLEANING CONTRACT BILLED MONTHLY	3,307.14
Check	06/08/2020 195134 Accounts Payable		OVERHEAD DOOR CO. OF ELMIRA	12.00
	Invoice	Date	Description	Amount
	EL520-0098	05/15/2020	HINGES W BOLTS	12.00
Check	06/08/2020 195135 Accounts Payable		PATRICIA A. LYNCH	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195136 Accounts Payable		PATRICK SHAW	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195137 Accounts Payable		PEOPLEREADY INC	612.26
	Invoice	Date	Description	Amount
	25812561	05/26/2020	SANITATION TEMPS	612.26
Check	06/08/2020 195138 Accounts Payable		POINT SPRING & DRIVESHAFT CO.	224.93
	Invoice	Date	Description	Amount
	T101124	03/12/2020	PARTS/HARDWARE - BLANKET PO	224.93
Check	06/08/2020 195139 Accounts Payable		R & R PRODUCTS, INC.	536.30
	Invoice	Date	Description	Amount
	CD2424044+	03/06/2020	BLANKET FOR GOLF COURSE SUPPLIES & MOWER PARTS	536.30
Check	06/08/2020 195140 Accounts Payable		RICHARD HALL	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195141 Accounts Payable		RINWALSKE GARAGE	125.00
	Invoice	Date	Description	Amount
	40782	04/28/2020	TOWING - EPD CARS	125.00
Check	06/08/2020 195142 Accounts Payable		ROY VANATTA	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195143 Accounts Payable		SAFETY KLEEN	200.00
	Invoice	Date	Description	Amount
	82676510	05/28/2020	PARTS WASHER SERVICE BLANKET PO	200.00
Check	06/08/2020 195144 Accounts Payable		SAM'S CLUB DIRECT	116.04
	Invoice	Date	Description	Amount
	5/20/20-	05/20/2020	CANDY/SNACKS/PRODUCE/FOOD	65.32
	5/24/2020	05/24/2020	CANDY/SNACKS/PRODUCE/FOOD	50.72
Check	06/08/2020 195145 Accounts Payable		SENECA BEVERAGE CORP.	807.60
	Invoice	Date	Description	Amount
	797031	05/15/2020	BEER/KEGS/VODKA	271.55
	797731	05/22/2020	BEER/KEGS/VODKA	180.80
	798052	05/27/2020	BEER/KEGS/VODKA	355.25
Check	06/08/2020 195146 Accounts Payable		SHARON HENDRIX	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195147 Accounts Payable		SIMMONS ROCKWELL	16.20

	Invoice	Date	Description	Amount
	88119	03/16/2020	MANUF. PARTS AS NEEDED-BLANKET PO	16.20
Check	06/08/2020 195148 Accounts Payable		SOUTHERN TIER SENTRY HARDWARE	43.96
	Invoice	Date	Description	Amount
	70154	05/19/2020	SURGE PROTECTOR	21.99
	70062+	05/13/2020	BLANKET FOR MISC PARTS AND SUPPLIES	21.97
Check	06/08/2020 195149 Accounts Payable		STANLEY WISNIEWSKI	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195150 Accounts Payable		STAR GAZETTE	168.91
	Invoice	Date	Description	Amount
	AD 0004192003	05/21/2020	ACCT BGM-160067	152.32
	AD 0004195876	05/22/2020	ACCT BGM-531700	16.59
Check	06/08/2020 195151 Accounts Payable		STEWART P. WILSON	4,813.75
	Invoice	Date	Description	Amount
	404130+	05/21/2020	FUEL - BLANKET PO	3,927.32
	404079+	05/21/2020	BLANKET PO - FUEL MTGC	886.43
Check	06/08/2020 195152 Accounts Payable		SUZANNE MORRISSEY	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195153 Accounts Payable		THOMAS MORRISSEY	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195154 Accounts Payable		THOMAS WALKER	867.60
	Invoice	Date	Description	Amount
	PART 1	05/22/2020	Medicare Part B Reimbursement Pt 1	867.60
Check	06/08/2020 195155 Accounts Payable		TIME WARNER CABLE	94.95
	Invoice	Date	Description	Amount
	855263901051120	05/11/2020	YEARLY CABLE BILL 202-85526901-01	94.95
Check	06/08/2020 195156 Accounts Payable		TOTAL RECALL MESSAGE CENTER INC.	200.80
	Invoice	Date	Description	Amount
	68969	05/11/2020	MESSAGE SERVICE FOR DPW BUILDING	200.80
Check	06/08/2020 195157 Accounts Payable		UniFirst Corporation	133.20
	Invoice	Date	Description	Amount
	513152036+	05/14/2020	513154302, LAUNDRY SERVICE - BLANKET PO	133.20
Check	06/08/2020 195158 Accounts Payable		VASCO BRANDS, INC.	244.98
	Invoice	Date	Description	Amount
	X004727B,X004727	05/01/2020	X004727A, VASCO Cleaning Supplies	244.98
Check	06/08/2020 195159 Accounts Payable		VERIZON (FORMERLY BELL ATLANTIC)	119.75
	Invoice	Date	Description	Amount
	5/12/2020	05/12/2020	Acct 652-110-359-0001-38	119.75
Check	06/08/2020 195160 Accounts Payable		W.B. MASON	578.06
	Invoice	Date	Description	Amount
	201249999	05/11/2020	OFFICE SUPPLIES	18.39
	210459945	05/19/2020	WB MASON Office Supplies BPO	389.68
	210496243	05/20/2020	OFFICE SUPPLIES-BLANKET PO	169.99
Check	06/08/2020 195161 Accounts Payable		WILLIAM PENN LIFE INSURANCE	400.76
	Invoice	Date	Description	Amount
	LIFE INSURANCE	05/11/2020	POLICY 660506	400.76
Check	06/08/2020 195162 Accounts Payable		WILLIAMS OIL CO., INC.	126.21
	Invoice	Date	Description	Amount

	606059	05/07/2020	OIL/LUBRICANTS - BLANKET PO	65.65
	606701	05/22/2020	BLANKET PO - MTGC OIL/LUBES	60.56
Check	06/08/2020	195163 Accounts Payable	XEROX CORPORATION	15.00
	Invoice	Date	Description	Amount
	010324992	05/13/2020	CUST 721817914	15.00
Check	06/08/2020	195164 Accounts Payable	ALICE DAVIS	25.00
	Invoice	Date	Description	Amount
	REFUND	05/22/2020	PARK PAVILION RENTAL CANCELLATION REFUND	25.00
Check	06/08/2020	195165 Accounts Payable	CANDICE DEMOTT	25.00
	Invoice	Date	Description	Amount
	REFUND	05/22/2020	PARK PAVILION RENTAL CANCELLATION REFUND	25.00
Check	06/08/2020	195166 Accounts Payable	CHAD SPENCER	50.00
	Invoice	Date	Description	Amount
	REFUND	05/22/2020	PARK PAVILION RENTAL CANCELLATION REFUND	50.00
Check	06/08/2020	195167 Accounts Payable	CHERRON RAWLINGS	25.00
	Invoice	Date	Description	Amount
	REFUND	05/22/2020	PARK PAVILION RENTAL CANCELLATION REFUND	25.00
Check	06/08/2020	195168 Accounts Payable	KAYLA BLANDFORD	20.00
	Invoice	Date	Description	Amount
	REFUND	05/22/2020	PARK PAVILION RENTAL CANCELLATION REFUND	20.00
Check	06/08/2020	195169 Accounts Payable	PARK GROVE REALTY	1,926.62
	Invoice	Date	Description	Amount
	REIMBURSEMENT	05/22/2020	Reimbursement for check #6397	1,926.62
GENERAL FUND GENERAL FUND Totals:			Transactions: 84	\$84,208.29
Checks:	84	\$84,208.29		

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING  
Batch Date: 06/08/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: CAP CHECK - CAPITAL CHECKING</b>					
Check	06/08/2020	104188 Accounts Payable	AMCHAR		655.34
	Invoice	Date	Description		Amount
	00952096	05/14/2020	REST OF PO 2019-00000041 THAT WAS CLOSED		655.34
Check	06/08/2020	104189 Accounts Payable	ECONOMY PAVING CO, INC.		48,872.53
	Invoice	Date	Description		Amount
	6754.99 EST. 13	05/20/2020	WALNUT ST BRIDGE REHAB		48,872.53
Check	06/08/2020	104190 Accounts Payable	MEDICAL WAREHOUSE		1,488.90
	Invoice	Date	Description		Amount
	201891,201700,	05/08/2020	201725, MEDICAL WAREHOUSE EMS Supplies		1,488.90
Check	06/08/2020	104191 Accounts Payable	T-M-T GRAVEL & CONTRACTING		1,348.48
	Invoice	Date	Description		Amount
	28845	05/12/2020	CRUSHER RUN - RFB# 2096		1,348.48
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 4		\$52,365.25
Checks:	4		\$52,365.25		

HAND CHECKS DETAILS  
CAPITAL HAND CHECKS DETAIL

\$3,942.45  
\$8.33

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 05/20/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	05/20/2020	195081 Accounts Payable	CHASE CARD SERVICES		515.59
	Invoice	Date	Description		Amount
	4/7-5/6 STMT	05/20/2020	ACCT 4246315238977290		515.59
Check	05/20/2020	195082 Accounts Payable	CHEMUNG COUNTY REAL PROPERTY		0.04
	Invoice	Date	Description		Amount
	extra	05/20/2020	0.04 cents from the KVS report		0.04
Check	05/20/2020	195083 Accounts Payable	NYSEG		405.82
	Invoice	Date	Description		Amount
	MAY 15 STMT	05/20/2020	ACCT 1004-8275-324		405.82
GENERAL FUND GENERAL FUND Totals:			Transactions: 3		\$921.45
Checks:		3	\$921.45		

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 05/27/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	05/27/2020	195084 Accounts Payable	PITNEY BOWES		21.00
	Invoice	Date	Description		Amount
	1015511670.	05/27/2020	ACCT 0013158353		21.00
Check	05/27/2020	195085 Accounts Payable	PITNEY BOWES		3,000.00
	Invoice	Date	Description		Amount
	SERIAL #3190596.	05/27/2020	ACCT 8000-9090-0722-3477		3,000.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$3,021.00
Checks:	2		\$3,021.00		



City of Elmira \*LIVE\*

**Payment Batch Register**

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 05/20/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: CAP CHECK - CAPITAL CHECKING</b>					
Check	05/20/2020	104187 Accounts Payable	SEALAND CONTRACTORS		8.33
	Invoice	Date	Description		Amount
	extra	05/20/2020	check was printed for wrong amount - this is difference		8.33
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 1		\$8.33
Checks:		1	\$8.33		