

# Elmira City Council Meeting Minutes

**RE: AGENDA, COUNCIL MEETING**

**Monday, July 20, 2020 5:30 PM**

2020-212

**Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, July 6, 2020.**

MOTION: Approve 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

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

2020-213

**Act on resolution rescheduling a public hearing to be held on August 3, 2020 at 5:30 p.m. during the regularly scheduled City Council meeting for the purposes of receiving comments from the public regarding the substantial amendments to the City of Elmira's 2019 Annual Action Plan for the purpose of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds.**

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

2020-214

**Receive communication from the City Manager and act on resolution approving an Amended Agreement, a copy of which is attached hereto, between the City and Golf Professional James J. Turcsik, Jr. to amend Section IV (Consideration) of the January 10, 2020 Agreement outlining the four salary payouts over the term of the Agreement with Mr. Turcsik and authorizing the Mayor to execute the Amended Agreement; said Amended Agreement subject to Corporation Counsel approval.**

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

2020-215

**Receive communication from the City Manager and act on resolution approving changes identified in Supplemental Agreement #2 between the City and NYSDOT regarding the Lake Street Bridge Ped-Bike Rehab Project (NYSDOT PIN #6755.09), which Agreement amends to reduce Design Phase Funding, eliminates the Right-of-Way Funding as not needed, and adds the Construction/Inspection Phase Funding all with available levels of Downtown Revitalization Initiative monies as matched with local monies making up the difference and authorizing the Mayor to sign said Agreement.**

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

2020-216

**Receive communication from Corporation Counsel and act on resolution authorizing a Lease Agreement between Sealand Contractors Corp and the City by which Sealand shall lease the fenced-in, City-owned vacant lot located at the intersection of Clemens Center Pkwy and Pennsylvania Avenue on a month-to-month basis for the monthly rental amount of \$300.00, which lot shall be used for the storage of equipment and materials during Sealand's current subcontractor construction of NYSDOT Projects #6754.68 (W. Water Street Parking Facilities) and PIN #6755.20 Downtown Elmira Streetscape; said Agreement subject to Corporation Counsel approval.**

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

2020-217

**Act on Lead Paint Reduction 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

Summary:

**Placed On Consent**

2020-218

**Act on Community Development Block Grant 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  
Summary:

**Placed On Consent**

2020-219

**Act on Audit.**

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  
Summary:

**Placed On Consent**

**SECOND PUBLIC COMMENT PORTION**

**CITY MANAGER REPORT**

2020-220

**Act on resolution to adjourn.**

Daniel  
Mandell

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

## Elmira City Council

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**Title:** Approval of Minutes 7/20/2020

**ResolutionNumber:** 2020-212

**Sponsor:** Tory Kitching

**AgendaSummary:** Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, July 6, 2020.

**ATTACHMENTS:**

📎 [Approval of Minutes](#)

July 20, 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 20th day of July, 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 July 6, 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

<b>Title:</b>	Schedule Public Hearing CARES Act
<b>ResolutionNumber:</b>	2020-213
<b>Sponsor:</b>	Council as a Whole
<b>AgendaSummary:</b>	Act on resolution rescheduling a public hearing to be held on August 3, 2020 at 5:30 p.m. during the regularly scheduled City Council meeting for the purposes of receiving comments from the public regarding the substantial amendments to the City of Elmira's 2019 Annual Action Plan for the purpose of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds.

### **ATTACHMENTS:**

📎 [resolution](#)

July 20, 2020

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

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

**WHEREAS**, the City Council of the City of New York scheduled a Public Hearing on July 6, 2020 by Resolution No. 2020-187, which hearing needed to be rescheduled, regarding the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which includes a total of \$1 billion in Community Development Block Grant (CDBG) funds for projects and programs administered by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the U.S. Department of Housing and Urban Development has advised the City that it is eligible to receive an allocation under CDBG for up to \$727,586; and

**WHEREAS**, the purpose of the CARES ACT was to provide response to the emergency COVID-19 outbreak; and

**WHEREAS**, the purpose of the Community Development Block Grant Program creates suitable living environments, provide decent affordable housing and create economic opportunities, primarily for persons of low and moderate income; and

**WHEREAS**, grantees are required to complete a substantial amendment to their Consolidated Plan and/or Action Plans and follow their Consolidated Plan's citizen participation process; and

**WHEREAS**, a proposed program activities budget for the substantial amendment has been prepared; and

**WHEREAS**, in accordance with program regulations and the City's Consolidated Plan's citizen participation process, the City of Elmira is required to hold a public hearing to obtain the views of citizens on the proposed activities to be funded under the proposed substantial amendments;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that a public hearing for the substantial amendments to the City of Elmira's 2019 Annual Action Plan for the purpose CARES Act funds be scheduled for

Monday, August 3, 2020 at 5:30 P.M. during the regularly scheduled City Council meeting; and be it further

***RESOLVED***, that notice of the public hearing, including the proposed listing of activities to be funded, be published in the Star Gazette.

**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>	Golf Pro Amended Agmt MGTC 2020-2023
<b>ResolutionNumber:</b>	2020-214
<b>Sponsor:</b>	Joseph Duffy
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution approving an Amended Agreement, a copy of which is attached hereto, between the City and Golf Professional James J. Turcsik, Jr. to amend Section IV (Consideration) of the January 10, 2020 Agreement outlining the four salary payouts over the term of the Agreement with Mr. Turcsik and authorizing the Mayor to execute the Amended Agreement; said Amended Agreement subject to Corporation Counsel approval.

### **ATTACHMENTS:**

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

July 20, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2019-330, the Council approved an agreement dated January 10, 2020 with James J. Turcsik, Jr. as the Golf Professional at the Mark Twain Golf Course for the golf seasons March 1, 2020 through December 15, 2023.

The following resolution approves and authorizes the Mayor to execute an Amended Agreement for the aforementioned golf seasons to amend Section IV (Consideration) of the January 10, 2020 Agreement regarding the four salary payouts over the term of the Agreement to Mr. Turcsik.

Respectfully yours,

P. Michael Collins  
City Manager

July 20, 2020

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

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

**RESOLVED**, that the communication from the City Manager regarding amending the Agreement dated January 10, 2020 with James J. Turcsik, Jr. as the Golf Professional and previously approved by the City Council by Resolution No. 2019-330 be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York does hereby approve an Amended Agreement, a copy of which is attached hereto and made a part hereof, with James J. Turcsik, Jr. to amend Section IV (Consideration) of the January 10, 2020 Agreement, in particular the four salary payouts over the term of the Agreement to Mr. Turcsik and authorizes the Mayor to execute the Amended Agreement; said Amended Agreement to 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	

**AMENDED AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, by and between

**CITY OF ELMIRA**, a municipal corporation with offices at  
317 East Church Street, Elmira, New York 14901 (hereinafter  
“**City**”)

and

**JAMES J. TURCSIK, JR.** of 315 Hendy Avenue, Elmira,  
NY 14905, (hereinafter “**Professional**”)

**WITNESSETH:**

**WHEREAS**, the City is the owner of the Mark Twain Golf Course (the “Course”),  
a public golf course located in the County of Chemung; and

**WHEREAS**, the City is desirous of obtaining the services of a golf professional to  
provide certain management services at said Course; and

**WHEREAS**, the City desires to contract with the Professional for the furnishing of  
such services and said Professional has agreed to render and furnish such services to the  
City to the extent indicated herein, and under the terms and conditions hereinafter  
provided;

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

**I. TERM**

The City hereby engages the services of the Professional as the City’s Professional  
for the Course for a term commencing March 1, 2020 and ending December 15, 2023  
(the “Term”) during which time the Professional shall actively and exclusively render and

furnish such services from March 1, 2020 through December 15, 2020; March 1, 2021 through December 15, 2021; March 1, 2022 through December 15, 2022; and March 15, 2023 through December 15, 2023 (“Working Periods”).

## ***II. SERVICES OF THE PROFESSIONAL (SERVICES)***

The Professional agrees to perform and render the following Services, which list is not exclusive, but is set forth for the purpose of outlining major responsibilities of the Professional. The Professional shall:

- (a) Exclusively provide management services and be responsible for the operation of the Course, including management and operation of the Course snack shop; said management to be in collaboration with the Course’s Golf Superintendent, the City/County’s Superintendent of Buildings and Grounds, and the Chamberlain’s Office;
- (b) Supervise, direct and train the staff of employees hired by the City, including pro shop personnel, rangers, starters, cashiers, and snack shop employees, so as to perform duties and meet requirements for sales, rentals and services which are, in the opinion of the City and the Professional, necessary for the successful operation of the Course;
- (c) Render professional advice, opinions, assistance and services as required and participate on all committees as related to the Course operation;

- (d) Cooperate and coordinate with the Greens Superintendent and maintenance crew during golf season;
- (e) Establish and stock with merchandise at his sole cost a pro shop at the Course and supervise its operation for the sales of merchandise and services related to golf equipment and golf cars;
- (f) Receive and deposit to the credit of the City all fees for the use of the Course, golf cars and hand carts and to account for the same to the City in accordance with procedures established by the City Manager and the City Chamberlain;
- (g) Maintain the following records and reports:
  - 1. Schedule of events;
  - 2. Number of season pass holders by classification;
  - 3. Locker rentals;
  - 4. Number of hand carts rented by day/week/month/season;
  - 5. Golf cart usage by day/week/month/season;
  - 6. Number of 9-hole rounds of golf for season pass holders;
  - 7. Number of 9-hole rounds of golf for non season pass holders;
  - 8. Number of 18-hole rounds of golf for season pass holders;
  - 9. Number of 18-hole rounds of golf for non season pass holders;
  - 10. Tee time usage per day;
  - 11. Reciprocal play: Number of Mark Twain season pass holders who played elsewhere;
  - 12. Reciprocal play: Number of non season pass holders who played Mark Twain from other courses; and
  - 13. Bi-weekly report, including condition of Course, weather, problem areas, tournaments, league play, and other highlights.
- (h) Enforce the Course rules as designated by the City;
- (i) Schedule tournaments, conduct golf clinics, provide golf lessons and oversee tournaments and outings and make press announcements

concerning golf activities and promote the Course with local and regional organizations;

- (j) Attend City Council meetings and workshops, upon request, to discuss the operation and services provided at the Course;
- (k) Maintain security of the Course and all buildings and equipment thereon;
- (l) Represent the Course in tournaments, and submit to the City Manager his tournament schedule;
- (m) Prepare weekly schedule for the Professional and employees;
- (n) Present and develop a marketing plan to promote education and increased usage by local and out-of-area golfers;
- (o) Present a plan for promoting junior golf;
- (p) Develop, disseminate and train staff in the proper standard of conduct;
- (q) Develop a suggestion program for golfers;
- (r) Develop and administer customer surveys and report results to the City;
- (s) Produce seasonal newsletters;
- (t) Produce closeout reports with financial totals as requested by the City Manager and City Chamberlain and make recommendations for improvements pertaining to the operation and management of the Course.

### ***III. RESPONSIBILITIES OF THE CITY***

The City agrees:

- (a) To be responsible for the salaries and benefits of all Course employees hired by the City who are supervised and directed by the Professional other than the Superintendent;
- (b) Furnish all necessary facilities and equipment (cash registers, display cases, etc. but not merchandise) for the operation of a pro shop;
- (c) Maintain at the City's sole cost and expense all buildings and equipment related to the operation, use and maintenance of the Course;
- (d) Encourage tournaments and players to purchase golf supplies and equipment from the pro shop;
- (e) Furnish and maintain at its sole cost and expense not less than fifty (50) golf cars;
- (f) Include the Professional on committees related to the golf operation.
- (g) Pay professional dues and education expenses up to a maximum of Two Thousand Dollars (\$2,000.00) per Working Period. This may include tournaments for PGA membership.

#### ***IV. CONSIDERATION***

In addition to other payments which might be received by the Professional under Section V of this Agreement, the City shall pay the Professional for his Services during each Working Period the following base amounts:

- March 1, 2020 – December 15, 2020:  
Forty-Four Thousand Five Hundred Eighty-Three (\$44,583.00)  
Dollars
- March 1, 2021 – December 15, 2021:  
Forty-Five Thousand Four Hundred Seventy-Four (\$45,474.00)  
Dollars
- March 1, 2022 – December 15, 2022:  
Forty-Six Thousand Eight Hundred Thirty-Nine (\$46,839.00)  
Dollars
- March 1, 2023 – December 15, 2023:  
Forty-Eight Thousand Two Hundred Forty-Four (\$48,244.00)  
Dollars

In addition to the base amount, the Professional shall receive:

- (a) The following percentage of annual “net profit” as herein  
below defined:

- (1) If “net profit” is between Twenty-five Thousand Dollars (\$25,000) and Fifty Thousand Dollars (\$50,000), five percent (5%) of said “net profit”; or
- (2) If “net profit” is between Fifty Thousand One Dollars (\$50,001) and Seventy-Five Thousand Dollars (\$75,000), seven and one-half percent (7½%) of the entire said “net profit”; or
- (3) If “net profit” is between Seventy-Five Thousand One Dollars (\$75,001) and One Hundred Thousand Dollars (\$100,000), ten percent (10%) of the entire said “net profit”; or
- (4) If “net profit” is over One Hundred Thousand Dollars (\$100,000), twelve and one-half percent (12½%) of the entire said “net profit”.

For purposes of this subsection, “net profit” shall be determined in accordance with the calculation set forth on Schedule “A” attached hereto and made a part hereof.

- (b) Five percent (5%) of the golf car rental revenues on the first One Hundred Thousand and No/100 Dollars (\$100,000.00) of such rental revenues, and seven and one-half percent (7½%) of all golf car rental revenues in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) each Working Period, said amount to be paid to the Professional on or about the 15<sup>th</sup> day of each month following the month in which such rental revenues were received;

#### ***V. CONCESSIONS***

In addition to the Consideration under Section IV of this Agreement, the Professional shall be entitled to:

- (a) One Hundred percent (100%) of the gross revenues of the pro shop.
- (b) The Professional shall have the exclusive right to sell golf merchandise on the Course, to provide paid golf lessons and to retain all revenues therefrom and revenue derived from pond balls and the driving range.
- (c) The parties agree that, except as specifically provided for in this Agreement, all other revenues generated from any source at the

Course shall be the property of the City and the Professional shall have no right or interest in all or any portion of such revenues.

## ***VI. TERMINATION***

This Agreement will terminate upon the happening of any of the following events.

- (a) Upon its normal expiration if not renewed.
- (b) Upon the death of the Professional.
- (c) Upon the physical disability of the Professional, provided that such disability incapacitates the Professional for an aggregate of three months during any Working Period of this Agreement. After such period the City can elect to terminate this Agreement effective thirty days after written notice is delivered to the Professional.
- (d) Upon the Professional's breach of any of the terms and conditions of this Agreement, provided that in the event of a claimed breach, the City shall give prior written notice to the Professional of the breach and the Professional shall have a period of fifteen (15) days to cure the condition or circumstance constituting a breach.
- (e) The City entering into a long term lease of the Course with a person or entity other than the Professional for a term of not less than five (5) years. In the event the City decides to lease the Course (regardless of the proposed term of the lease), the City first will offer the leasehold interest to the Professional who shall notify the City

within thirty (30) days of the date of the City's written offer as to his acceptance or declination of the offer. If the Professional declines the offer and, if the City actually leases the Course, either the City or the Professional can terminate this Agreement upon sixty (60) days prior written notice to the other.

(f) The City's conveyance of its ownership interest in the Course.

In the event of early termination of this Agreement, the Professional shall be paid his consideration and percentage of concessions to the date of termination. Except for termination under subparagraph (e) above, upon the date of termination of this Agreement, the Professional shall vacate the pro shop and shall remove therefrom all merchandise purchased by the Professional. If the termination be pursuant to subparagraph (e) above, the Professional shall vacate the pro shop and shall remove therefrom all merchandise purchased by the Professional except merchandise bearing the logo/name "Mark Twain Golf Course" which the City shall purchase from the Professional at his cost.

## ***VII. RELATIONSHIP BETWEEN THE PARTIES***

The relationship of the Professional to the City shall be that of an independent contractor. The Professional, in accordance with his status as an independent contractor, agrees that he will conduct himself in accordance with such status, be solely responsible for the payment of all applicable income and social security taxes, and that he will neither hold himself out as, nor claim to be an officer or employee of the City, that he will not by

reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to workers' compensation coverage or retirement membership or credits therefor.

#### ***VIII. ASSIGNMENT***

The Professional shall not assign, sub-license, transfer, convey, sublet, sub-contract or otherwise transfer this contract or the right, title or interest therein or the power to execute such contract to any other person, company, corporation or other entity without prior written consent of the City.

#### ***IX. DISCRIMINATION***

The Professional shall not discriminate against any employee or any other person utilizing the Course facilities or refuse or deny to provide any services or other benefits on the grounds of race, creed, color, national origin, sex, age, disability, marital status, military status, sexual orientation, genetic predisposition or carrier status.

#### ***X. COOPERATION***

The City and the Professional recognize that in the performance of this contract the greatest benefits will be derived by promoting the interest of both parties and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract, and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public users of the Course and in accordance with the provisions of this Agreement.

***XI. EXECUTORY BASED ON AVAILABILITY OF MONIES.***

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

***XII. CONSTRUCTION***

This Agreement shall be construed in accordance with and controlled by the laws of the State of New York.

***XIII. WAIVER***

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

***XIV. WAIVER OR MODIFICATION***

Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.

***XV. BENEFIT***

This Agreement shall inure to the benefit of and bind the parties hereto and their respective representatives, successors, heirs, personal representatives and assigns.

***XVI. ENTIRE AGREEMENT***

This Agreement contains the entire Agreement between the parties.

***IN WITNESS WHEREOF***, the parties hereto have executed this Agreement as of  
on the date first above written.

***CITY OF ELMIRA***

***By:***

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

\_\_\_\_\_  
***James J. Turcsik, Jr., Professional***

**STATE OF NEW YORK )**  
**) SS:**  
**COUNTY OF CHEMUNG)**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. MANDELL, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**STATE OF NEW YORK )**  
**) SS:**  
**COUNTY OF CHEMUNG)**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **JAMES J. TURCSIK, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

### ***SCHEDULE "A"***

Gross revenues from all sources, except golf car rentals

LESS Expenses:



- Labor
- Supplies
- Equipment
- Travel
- Repairs
- Services
- Fix expenses (includes utilities)
- School & property taxes
- Fringe benefits (WC-FICA-Unemployment)
- Property & liability insurance
- Fuel (gas & diesel)
- Work orders – course
- Work orders – fleet
- Miscellaneous expenses

Net Profit

“Net profit” = Gross revenues as stated above, less the total of the above stated expenses.

***NOTE:***      ***No capital, debt service and depreciation have been included in the expenses since the professional has no control over these expenditures.***

## Elmira City Council

<b>Title:</b>	NYSDOT Supp Agmt #2 Lake St Bridge Ped-Bike Project
<b>ResolutionNumber:</b>	2020-215
<b>Sponsor:</b>	Brent Stermer
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution approving changes identified in Supplemental Agreement #2 between the City and NYSDOT regarding the Lake Street Bridge Ped-Bike Rehab Project (NYSDOT PIN #6755.09), which Agreement amends to reduce Design Phase Funding, eliminates the Right-of-Way Funding as not needed, and adds the Construction/Inspection Phase Funding all with available levels of Downtown Revitalization Initiative monies as matched with local monies making up the difference and authorizing the Mayor to sign said Agreement.
<b><u>ATTACHMENTS:</u></b>	
 <a href="#">communication and resolution</a>	
 <a href="#">Schedule A</a>	

July 20, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City has been notified by the New York State Department of Transportation that it is necessary to enter into Supplemental Agreement #2 regarding the Lake Street Bridge Pedestrian and Bicycle Rehabilitation Project (PIN #6755.09). The Supplemental Agreement is being amended to reduce Design Phase Funding, eliminate the Right-of-Way Funding as not needed, and add the Construction/Inspection Phase Funding all with available levels of Downtown Revitalization Initiative monies as matched with local monies making up the difference.

The following resolution approves these changes identified as Supplemental Agreement #2 to the Lake Street Bridge Pedestrian and Bicycle Rehabilitation Project and authorizes the Mayor to sign said Agreement.

Respectfully yours,

P. Michael Collins  
City Manager

July 20, 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 Transportation Alternatives Program (TAP): Lake Street over Chemung River (BIN 2215550) Pedestrian and Bicycle Bridge Rehabilitation Project, City of Elmira, Chemung County, PIN #6755.09/Contract #D035708 (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 the Transportation Alternatives Program (TAP): Lake Street over Chemung River (BIN 2215550) Pedestrian and Bicycle Bridge Rehabilitation Project, City of Elmira, Chemung County;

**NOW, THEREFORE, BE IT**

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

**RESOLVED**, that the 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 \$4,315,000.00 is hereby appropriated from Account No. H-5110-2372.523500-205 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 Elmira  
 PIN: 6755.09 BIN: 2215550  
 Comptroller's Contract No. D035708  
 Supplemental Agreement No. 2  
 Date Prepared: 6/29/2020 By: dls  
 Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 2 to D035708** (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 Elmira  
 with 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 5/22/2019
    - ☐ 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*):

**Include Records Retention Exhibit**

Sponsor: City of Elmira  
 PIN: 6755.09 BIN: 2215550  
 Comptroller's Contract No. D035708  
 Supplemental Agreement No. 2  
 Date Prepared: 6/29/2020 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: CITY OF ELMIRA

SPONSOR ATTORNEY:

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

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

Print Name: Daniel J. Mandell, Jr.

Print Name: John J. Ryan, Jr.

Title: Mayor

Corporation Counsel

Resolution No.: 2020-\_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF CHEMUNG

On this \_\_\_\_\_ day of July, 2020 before me personally came Daniel J Mandell Jr to me known, who, being by me duly sworn did depose and say that he/she resides at Elmira, NY; that he/she is the Mayor 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 Elmira City Council of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on 7/20/2020 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 6755.09**

<b>OSC Municipal Contract #:</b> <b>D035708</b>	<b>Contract Start Date:</b> <u>8/30/2017</u> (mm/dd/yyyy)	<b>Contract End Date:</b> <u>12/31/2022</u> (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. 2					
<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 <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Municipality:  <input type="checkbox"/> Municipality:  <input type="checkbox"/> Municipality:         </div> <div>           % of Cost share            % of Cost share            % of Cost share         </div> </div>					
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
<b>Work Type:</b> BR REHAB		<b>County (If different from Municipality):</b> County of Chemung			
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <span style="float: right;">(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/></span> <b>Project Description:</b> TAP: Lake Street over Chemung River (BIN 2215550) Pedestrian Bridge Rehab, City of Elmira, Chemung County					
<b>Marchiselli Allocations Approved FOR ALL PHASES</b> <small>All totals will calculate automatically.</small>					
<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Authorized Allocations to Date</b>		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**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)
..	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	\$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	\$0.00
..	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 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
6755.09.121	Current	TAP	\$450,000.00	\$360,000.00	\$90,000.00	\$0.00
	Old	TAP	\$570,000.00	\$456,000.00	\$114,000.00	\$0.00
6755.09.221	Current	TAP	\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	TAP	\$ 0.00	\$4,000.00	\$1,000.00	\$0.00
6755.09.321	Current	TAP	\$3,465,000.00	\$2,772,000.00	\$660,000.00	\$33,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
6755.09.NPS	Current	100% Local	\$400,000.00	\$0.00	\$0.00	\$400,000.00
	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>			\$4,315,000.00	\$3,132,000.00	\$750,000.00	\$433,000.00

**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
\$3,132,000.00	\$ 0.00	\$750,000.00	\$433,000.00	\$4,315,000.00

**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: 1) Reduce Design Phase funding with correlating reduction in Downtown Revitalization Initiative (DRI) Match funding; 2) Eliminate the Right of Way phase funding as not required - No Right of Way needed for this project; 3) Add C/CI funding with correlating available DRI funding as match plus Local monies making up the required 20% match amount.
- TAP Projects are not eligible for Marchiselli Funding. The Federal Aid shown within is a capped amount. Any project cost overruns must be absorbed by the Municipality.
- "Other State Funding" is Downtown Revitalization Initiative (DRI) funding through the NYS Dept. of State.
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## Elmira City Council

**Title:** Sealand Contractors Lease Agmt Vacant Lot

**ResolutionNumber:** 2020-216

**Sponsor:** Tory Kitching

**AgendaSummary:** Receive communication from Corporation Counsel and act on resolution authorizing a Lease Agreement between Sealand Contractors Corp and the City by which Sealand shall lease the fenced-in, City-owned vacant lot located at the intersection of Clemens Center Pkwy and Pennsylvania Avenue on a month-to-month basis for the monthly rental amount of \$300.00, which lot shall be used for the storage of equipment and materials during Sealand's current subcontractor construction of NYSDOT Projects #6754.68 (W. Water Street Parking Facilities) and PIN #6755.20 Downtown Elmira Streetscape; said Agreement subject to Corporation Counsel approval.

### **ATTACHMENTS:**

- 📎 [communication and resolution](#)
- 📎 [lease agreement](#)

July 20, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City has received a request from Sealand Contractors Corp. to lease the City-owned parcel of vacant, fenced-in land at the intersection of Clemens Center Parkway and Pennsylvania Avenue (commonly known as 400 Erie Street -Tax Map #: 99.07-7-67) in conjunction with its current construction project that it is performing as a subcontractor for New York State Department of Transportation (NYSDOT), PIN #6754.68, West Water Street Parking Facilities and PIN 6755.20, Downtown Streetscape Projects. The parcel to be leased will be used for storage of equipment and materials. The proposed lease would be a month-to-month tenancy, and the lessee would be prohibited from erecting any permanent structures on the parcels. Sealand Contractors Corp. will pay to the City a monthly rental fee of Three Hundred (\$300.00) Dollars.

The following resolution authorizes the Mayor to execute a lease with Sealand Contractors Corp.; said lease agreement to be subject to approval of Corporation Counsel.

Respectfully yours,

John. J. Ryan, Jr.  
Corporation Counsel

July 20, 2020

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

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

**RESOLVED**, that the communication from the Corporation Counsel regarding the City's lease of City vacant, fenced-in land at the intersection of Clemens Center Parkway and Pennsylvania Avenue (commonly known as 400 Erie Street - Tax Map Parcel No. 99.07-7-67) to Sealand Contractors Corp., be received and placed on file; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute a lease with Sealand Contractors Corp. by which the City shall lease to Sealand Contractors Corp. a City-owned parcel commonly known at the intersection of Clemens Center Parkway and Pennsylvania Avenue (commonly known as 400 Erie Street - Tax Map Parcel No. 99.07-7-67) for the storage of equipment and materials during its current construction project it is performing as subcontractor for New York State Department of Transportation (NYSDOT) W. Water Street Parking Facilities (PIN #6754.68) and Downtown Elmira Streetscape (PIN #6755.20) Projects, said lease to be on a month-to-month term at a monthly rental of Three Hundred (\$300.00) Dollars, and to prohibit the lessee from erecting any permanent structures on the parcels; said lease to be subject to the approval of the Corporation Counsel.

**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	

**LEASE AGREEMENT**

***THIS LEASE AGREEMENT*** made as of the \_\_\_\_ 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 “Landlord”),

and

***SEALAND CONTRACTORS CORP.***, with offices located at  
85 High Tech Drive, Rush, NY 14543-0350 (hereinafter  
“Tenant”).

***WITNESSETH:***

***WHEREAS***, the Landlord is the owner of certain premises (as hereinafter defined)  
and proposes to lease the premises to the Tenant, and the Tenant desires to lease and rent  
the premises from the Landlord upon the terms and conditions as hereinafter set forth in  
this Lease;

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

**1.     *PREMISES.***

**1.01.** The Landlord hereby leases to Tenant and Tenant hereby takes from  
Landlord that certain vacant, fenced-in real property located at the intersection of  
Clemens Center Parkway and Pennsylvania Avenue (commonly known as 400 Erie Street  
- Tax Map Parcel No. 99.07-7-67) in the City of Elmira, County of Chemung and State of  
New York (hereinafter APremises@).

**1.02.** The term of this Lease shall begin on \_\_\_\_\_, 2020 and shall continue on a month-to-month basis.

**2.     *REPRESENTATIONS.*** The Tenant represents, warrants and covenants that the execution, delivery and performance of this Lease, or any other instrument delivered by the Tenant pursuant to the terms hereof, are within the powers of the Tenant and not in contravention of the Tenants' Certificate of Incorporation, or Bylaws, and that this Lease constitutes the valid and legally binding obligation of the Tenant. Tenant further covenants and warrants that in the performance of this Lease, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual preference, marital status, or military status, in any other manner prohibited by the laws of the United States or the State of New York.

**3.     *USE AND OPERATION.***

**3.01** The leased Premises shall be used solely as a storage area for equipment and supplies in connection with New York State Department of Transportation PIN #6754.68 and also known as West Water Street Parking Facilities and New York State Department of Transportation PIN #6755.20 and also known as Downtown Elmira Streetscape Projects being completed by Tenant. The Tenant may use a padlock to secure the Premises. At the end of Tenant's term, Tenant will immediately notify the Landlord and immediately remove any padlock or other locking device Tenant utilizes

while renting the Premises. Additionally, at the end of the Tenant's term, Tenant will return the property to the same condition as originally rented.

**3.02** Tenant shall comply with all federal, state and local laws, ordinances, rules and regulations now in force or hereinafter enacted which affect the demised Premises or the use thereof.

**4. RENT.** The Tenant shall pay on a month-to-month basis on the first (1<sup>st</sup>) day of each month as rent the sum of Three Hundred and No/100 Dollars (\$300.00) commencing \_\_\_\_\_, 2020. The rent for \_\_\_\_\_, 2020 will be prorated from the date the Agreement is executed by the Landlord and Tenant.

**5. MAINTENANCE AND SNOW AND ICE REMOVAL.** Tenant, at its sole cost and expense, shall maintain the Premises and shall make all necessary repairs to insure the use of the Premises as a storage area/lot and shall be responsible for the removal of snow, ice and any other debris.

**6. INSURANCE AND INDEMNIFICATION.** Tenant covenants and agrees to maintain in full force and effect during the term hereof and any renewals at Tenant's own cost and expense a comprehensive general liability policy insuring Tenant and Landlord, its officers and employees as additional insureds on a primary basis against any liability for injury to persons or property and death of any person(s) occurring on or about the Premises with annual limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate. Said policy or policies of insurance

shall contain a provision that such policy or policies shall not be canceled without at least thirty (30) days prior written notice to Landlord. Tenant waives all rights of recovery against the Landlord, its agents, employees, or other representatives for any loss, damage or injury of any nature whatsoever to property or person for which the Tenant is insured. All insurance policies are to be written by one or more responsible insurance carriers acceptable to Landlord. Tenant shall deliver to Landlord concurrently with the execution of this Lease a certificate of insurance setting forth and confirming that the policy required pursuant to this Agreement has been procured by Tenant in compliance with its obligations hereunder.

The Tenant hereby agrees to defend, indemnify and save and hold harmless the Landlord, its officers and employees from any and all claims, damages, suits, judgments and the like (including attorney fees) arising from any acts or omissions by Tenant, its agents, servants, employees, licensees, contractors, customers and visitors while on or about the Premises. Nothing contained herein shall inure to the benefit of any insurance company or third party by way of subrogation or otherwise.

**8. NOTICES.** Any bill, statement or other notice which either Landlord or Tenant may desire or be required to give the other, shall be deemed sufficiently given if in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed to the respective party at the address first above written, or at such other address as each party for itself may designate by written notice.

**9. INTEGRATION.** This agreement contains the entire agreement between Landlord and Tenant, and no statement or prior written matter shall have any force or effect. No waiver of any provision of this Agreement shall be effective unless in writing signed by the waiving party. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease.

**10. SEVERABILITY.** If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be effected thereby and the remaining terms and provisions of this Lease shall be valid and enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

**CITY OF ELMIRA, NEW YORK**

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

**SEALAND CONTRACTORS CORP.**

**By:** \_\_\_\_\_  
**David Laky**  
**Its Superintendent**  
**Federal Tax ID #: 16-1088501**

**STATE OF NEW YORK** )  
 ) **SS:**  
**COUNTY OF CHEMUNG** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. MANDELL, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**STATE OF NEW YORK** )  
 ) **SS:**  
**COUNTY OF** \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID LAKY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

## Elmira City Council

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**Title:** Lead Paint Program Audit 7/20/2020

**ResolutionNumber:** 2020-217

**Sponsor:** Nicholas Grasso

**AgendaSummary:** Act on Lead Paint Reduction Program Audit.

**ATTACHMENTS:**

📎 [Lead Audit 7/20/2020](#)

July 20, 2020

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

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$2,543.00**, they are hereby audited for payment for the LEAD Hazard Reduction Grant, July 20, 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
Supplies & Materials- Office Supplies	H.L. Treu Office Supply Corp.	1 RED 8L-820 Rediform Receipt Book	\$3.00
Telephone expenses	Mitra Pratt	Cellphone usage for June 2020	\$40.00
Payroll Expenses	Payroll	July 23, 2020 payroll to be reimbursed to CDBG- not to exceed:	\$2,500.00
<b>TOTAL</b>			<b>\$2,543.00</b>

## Elmira City Council

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**Title:** CDBG Audit 7/20/2020

**ResolutionNumber:** 2020-218

**Sponsor:** Mark Franchi

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

**ATTACHMENTS:**

 [Audit 7/20/2020](#)

July 20, 2020

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

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$20,829.20**, they are hereby audited for payment for the Community Development Block Grant, July 20, 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
Park Improvements- 45 <sup>th</sup> year	Copy Express	Sponsor board- color 24x31- Ernie Davis Park project	\$40.00
Rehab-Fringe benefits Admin- Fringe Benefits	City Chamberlain	August 2020 Employee Health Insurance reimbursement	\$4,157.63
Admin- Misc Expenses	Sign Language Solutions	Interpreter for CDBG rehab client	\$118.80
Rehab- Office Supplies	H.L. Treu Office Supplies	Avery adhesive name badges Avery adhesive name badges (red)	\$5.50
Rehab- Telephone line charges Admin- Telephone line charges	City Chamberlain	2020 annual phone line charges	\$2,400.00
Rehab- Inspection Services	City Chamberlain	July 2020 inspection services	\$2,000.00
Admin- Telephone	City Chamberlain	June 2020 phone charges	\$15.80
Admin-Postage	City Chamberlain	June 2020 postage charges	\$23.72

Rehab- Credit reports	AmRent	Invoice # 1511777 June 2020 fees	\$67.75
Rehab- Payroll Admin-Payroll	Payroll	July 23, 2020 payroll not to exceed	\$12,000.00
<b>TOTAL</b>			<b>\$20,829.20</b>

## Elmira City Council

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**Title:** Audit

**ResolutionNumber:** 2020-219

**Sponsor:** Joseph Duffy

**AgendaSummary:** Act on Audit.

### **ATTACHMENTS:**

- 📎 [Cover Sheet](#)
- 📎 [Backup Pt 1](#)
- 📎 [Backup Pt 2](#)

DATE: July 20th, 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:	\$504,793.37
CAPITAL FUNDS:	\$14,667.99
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$519,461.36
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<b>OTHER PAYMENTS:</b>	
PAYROLLS W/E JULY 19, 2020	\$600,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$9,994.03
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$609,994.03
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GRAND TOTAL PAYMENTS:	\$1,129,455.39
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RESOLUTION NO. 2020-

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

RESOLVED, that the bills and the payrolls in the amount of \$1,129,455.39  
be and they hereby are audited and approved for payment,  
when in funds.

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: 07/20/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	07/20/2020	195356 Accounts Payable	A.L. GEORGE, INC.		127.00
	Invoice	Date	Description		Amount
	2251871	06/30/2020	BEER/KEGS ON REQUEST FROM EVENTS		127.00
Check	07/20/2020	195357 Accounts Payable	ACTION FIRE & SAFETY EQUIPMENT		150.00
	Invoice	Date	Description		Amount
	7162796	06/29/2020	FIRE SUPPRESSION INSP-BLANKET PO		150.00
Check	07/20/2020	195358 Accounts Payable	AMAZON CAPITAL SERVICES INC		490.29
	Invoice	Date	Description		Amount
	1MYF-37HJ-GTH9	06/11/2020	Office Supplies		367.00
	1R9F-4JXK-NPGT	06/26/2020	AMAZON Bungee Cords		42.99
	1HWT-VFWJ-4N6P	06/30/2020	Office Supplies		80.30
Check	07/20/2020	195359 Accounts Payable	AMES LINEN SERVICE		45.00
	Invoice	Date	Description		Amount
	75369	06/30/2020	TABLE CLOTHS/BAR RAGS/TOWELS		45.00
Check	07/20/2020	195360 Accounts Payable	AT&T		259.36
	Invoice	Date	Description		Amount
	1172717846	07/01/2020	ACCT 1000-810-0850		259.36
Check	07/20/2020	195361 Accounts Payable	BER-NATIONAL CONTROLS, INC.		565.00
	Invoice	Date	Description		Amount
	33577	07/07/2020	PROXIMITY CARDS/PARKING TIME CARDS		565.00
Check	07/20/2020	195362 Accounts Payable	CAPABILITIES, INC.		380.45
	Invoice	Date	Description		Amount
	84072	06/30/2020	WINDOW & REGULAR EVELOPES CITY CLERK		380.45
Check	07/20/2020	195363 Accounts Payable	CHAMPION FASTENERS		269.85
	Invoice	Date	Description		Amount
	58272	07/08/2020	HARDWARE AND TOOLS		217.20
	57448+	06/09/2020	GENL HARDWARE/PARTS-BLANKET PO RFB# 19-490		52.65
Check	07/20/2020	195364 Accounts Payable	CHEMSEARCH FE		729.64
	Invoice	Date	Description		Amount
	3979766	06/04/2020	CLEANERS/SOAP BLANKET PO		729.64
Check	07/20/2020	195365 Accounts Payable	CHEMUNG COUNTY CENTRAL SERV-POSTAGE		630.99
	Invoice	Date	Description		Amount
	JUNE 2020	07/01/2020	POSTAGE		630.99
Check	07/20/2020	195366 Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT		395,209.14
	Invoice	Date	Description		Amount
	JULY 2020	07/09/2020	Health Insurance Invoice		387,459.94
	JULY 2020.	07/09/2020	Health Fee		7,749.20
Check	07/20/2020	195367 Accounts Payable	CHEMUNG COUNTY TRANSFER		271.75
	Invoice	Date	Description		Amount

	129810	06/23/2020	CUST TI-00038 1	271.75
Check	07/20/2020	195368 Accounts Payable	COLDIRON FUEL INC.	23.71
	Invoice	Date	Description	Amount
	246741	06/16/2020	BLANKET PO - MISC FUEL PURCHASES	23.71
Check	07/20/2020	195369 Accounts Payable	Corning Building Co	859.00
	Invoice	Date	Description	Amount
	981916	07/01/2020	TR3003wn 3.5 cu 3year warranty top loader with agitator	859.00
Check	07/20/2020	195370 Accounts Payable	CSEA EMPLOYEE BENEFIT FUND	7,009.92
	Invoice	Date	Description	Amount
	GROUP #375	06/29/2020	GROUP CODE 37514901	7,009.92
Check	07/20/2020	195371 Accounts Payable	CULLIGAN	9.40
	Invoice	Date	Description	Amount
	272x26295503	06/30/2020	COOLER RENTAL AND WATER	9.40
Check	07/20/2020	195372 Accounts Payable	CUMMINS NORTHEAST, INC.	87.03
	Invoice	Date	Description	Amount
	W4-31642,W431697	06/16/2020	ELECTRONIC PARTS/ TRUCKS BLANKET PO	87.03
Check	07/20/2020	195373 Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	44015	07/03/2020	PEST CONTROL AT 312 LAKE STREET	50.00
Check	07/20/2020	195374 Accounts Payable	DAN SWEARINGEN	100.00
	Invoice	Date	Description	Amount
	7/2/2020	07/02/2020	SOUTHPORT HORSES	100.00
Check	07/20/2020	195375 Accounts Payable	DANIEL J. REDDER	3,036.36
	Invoice	Date	Description	Amount
	REIMBURSEMENT.	06/30/2020	Health Insurance Reimb	3,036.36
Check	07/20/2020	195376 Accounts Payable	DRAPER SUPPLY	99.36
	Invoice	Date	Description	Amount
	G1541, CR 189152	06/30/2020	ELECTRIC POLE AND INSTALL KIT	99.36
Check	07/20/2020	195377 Accounts Payable	ED'S HEADS PORTABLE TOILETS	275.00
	Invoice	Date	Description	Amount
	749921	07/01/2020	PORTABLE TOILETS IN PARKS	275.00
Check	07/20/2020	195378 Accounts Payable	ELM CHEVROLET CO. INC.	179.24
	Invoice	Date	Description	Amount
	75868+	06/30/2020	CHEVY PARTS/EPD CARS BLANKET PO	179.24
Check	07/20/2020	195379 Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	1,642.79
	Invoice	Date	Description	Amount
	10403205540+	06/17/2020	BOTTLE/FOUNTAIN COKE PRODUCTS	991.87
	10418200439	07/01/2020	SODA, BOTTLE & FOUNTAIN FOR SNACK SHOP	650.92
Check	07/20/2020	195380 Accounts Payable	FEDERAL EXPRESS CORP.	66.22
	Invoice	Date	Description	Amount
	7-044-54992	06/22/2020	ACCT 1210-7902-0	66.22
Check	07/20/2020	195381 Accounts Payable	FERRARIO FORD LINCOLN MERCURY	598.10
	Invoice	Date	Description	Amount
	51761+	06/22/2020	MISC. MANUF PARTS - BLANKET PO	598.10
Check	07/20/2020	195382 Accounts Payable	FILTREC CORP.	320.00
	Invoice	Date	Description	Amount
	19380	06/04/2020	GARAGE LIFT REPAIR-OEM/MANUF PARTS	320.00
Check	07/20/2020	195383 Accounts Payable	FIRST CLASS GLASS AND MIRROR	240.00
	Invoice	Date	Description	Amount
	11523	06/17/2020	WINDSHIELD EPD# 218	240.00

Check	07/20/2020	195384	Accounts Payable	FIRSTLIGHT FIBER	4.82
	Invoice		Date	Description	Amount
	38403		07/01/2020	ACCT 7458954	4.82
Check	07/20/2020	195385	Accounts Payable	FISCAL ADVISORS & MARKETING, INC.	14,120.00
	Invoice		Date	Description	Amount
	32200		07/09/2020	PUBLIC IMPROVEMENT BONDS & RATINGS	14,120.00
Check	07/20/2020	195386	Accounts Payable	FIX RITE SERVICE	204.00
	Invoice		Date	Description	Amount
	38407,38281		06/09/2020	APPLIANCE SERVICE CALL	204.00
Check	07/20/2020	195387	Accounts Payable	FRANK HILLMAN	20.00
	Invoice		Date	Description	Amount
	FUEL		07/02/2020	Reimbursement	20.00
Check	07/20/2020	195388	Accounts Payable	FREY THE WHEELMAN	242.43
	Invoice		Date	Description	Amount
	4122606		06/09/2020	GENL PARTS/HARDWARE-BLANKET PO	225.89
	4122916+		07/01/2020	GENL PARTS/HARDWARE-BLANKET PO	16.54
Check	07/20/2020	195389	Accounts Payable	GOODYEAR	1,189.99
	Invoice		Date	Description	Amount
	206417		06/12/2020	TIRES/REPAIRS- BLANKET PO	69.99
	206298		06/03/2020	TIRES/REPAIRS- BLANKET PO	1,120.00
Check	07/20/2020	195390	Accounts Payable	GRASS LANDS EQUIPMENT CO.	517.42
	Invoice		Date	Description	Amount
	1261792		06/30/2020	BLANKET PO - MTGC TORO PARTS	517.42
Check	07/20/2020	195391	Accounts Payable	HAMILTON MEATS, INC.	324.75
	Invoice		Date	Description	Amount
	34137+		06/16/2020	BURGERS/SAUSAGE/CHICKEN/BFAST SAUSAGE	324.75
Check	07/20/2020	195392	Accounts Payable	HAWK FRAME & AXLE	4,103.81
	Invoice		Date	Description	Amount
	123247A		06/18/2020	2005 GARBAGE TRUCK-BAL DUE MVA	4,103.81
Check	07/20/2020	195393	Accounts Payable	I. D. BOOTH, INC.	1,062.03
	Invoice		Date	Description	Amount
	315749		06/26/2020	BLANKET FOR PLUMBING SUPPLIES AND HARDWARE	43.61
	319607,327529		06/05/2020	BLANKET FOR PLUMBING SUPPLIES AND HARDWARE	128.23
	324007+		06/16/2020	BLANKET FOR PARTS, SUPPLIES & HARDWARE	100.92
	330013+		06/30/2020	ELECTRICAL SUPPLIES	264.57
	319608		06/05/2020	MISC SUPPLIES/HARDWARE-BLANKET PO	151.32
	6/30 STMT		07/01/2020	ACCT # ELMCIT - COMMUNITY DEVELOP	373.38
Check	07/20/2020	195394	Accounts Payable	I. D. BOOTH, INC.	3,099.74
	Invoice		Date	Description	Amount
	304938		04/29/2020	UTILITY LIGHT POLE REIMB	3,099.74
Check	07/20/2020	195395	Accounts Payable	INSERO & CO CPAs LLP	7,100.00
	Invoice		Date	Description	Amount
	104857		07/09/2020	CLIENT ID 4115 - PREP OF AUD	1,100.00
	104807		06/25/2020	CLIENT ID 4115 - 2019 AUDIT	6,000.00
Check	07/20/2020	195396	Accounts Payable	JAMES J TURCSIK, JR.	2,178.15
	Invoice		Date	Description	Amount
	PAY 11		07/09/2020	W/E JULY 26TH	2,178.15
Check	07/20/2020	195397	Accounts Payable	JOHN G. RYAN	921.65
	Invoice		Date	Description	Amount
	551650-5		06/18/2020	BEER/KEGS ON REQUEST FROM EVENTS	267.40
	552222,552819		06/25/2020	BEER/KEGS ON REQUEST FROM EVENTS	654.25
Check	07/20/2020	195398	Accounts Payable	JOHN'S EQUIPMENT RENTAL	10.00
	Invoice		Date	Description	Amount

	15225	06/23/2020	LAWNMOWER REPAIR	10.00
Check	07/20/2020	195399 Accounts Payable	KECK'S FOOD SERVICE	740.05
	Invoice	Date	Description	Amount
	869104,869440	06/23/2020	BURGERS/FROZEN FOOD/GOT DOGS	512.18
	807375	06/30/2020	BURGERS/FROZEN FOOD/GOT DOGS	227.87
Check	07/20/2020	195400 Accounts Payable	LINSTAR, INC.	192.10
	Invoice	Date	Description	Amount
	96907	05/19/2020	ACCT CIE050	192.10
Check	07/20/2020	195401 Accounts Payable	LODAL, INC.	98.16
	Invoice	Date	Description	Amount
	0221932	06/09/2020	GENL PARTS/HARDWARE-BLANKET PO	98.16
Check	07/20/2020	195402 Accounts Payable	MATTHEW BENDER & CO.	40.86
	Invoice	Date	Description	Amount
	CPLR REDBOOK SUP	07/09/2020	ACCT 1986377001	40.86
Check	07/20/2020	195403 Accounts Payable	MEDICAL WAREHOUSE	664.92
	Invoice	Date	Description	Amount
	202313	06/17/2020	MEDICAL WAREHOUSE EMS Supplies	664.92
Check	07/20/2020	195404 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	161.00
	Invoice	Date	Description	Amount
	IN1468816	07/09/2020	MES Calibration Gas	161.00
Check	07/20/2020	195405 Accounts Payable	NAGLE TATICH CRANSTON, LLC	6,314.00
	Invoice	Date	Description	Amount
	18-017	06/29/2020	DRI Zoning Elan Invoice #13	6,314.00
Check	07/20/2020	195406 Accounts Payable	NU-WAY ELMIRA	420.23
	Invoice	Date	Description	Amount
	1174NX4140+	06/03/2020	BLANKET PO-PARTS,FILETERS,OIL.ETC	407.31
	1174NX5906	06/24/2020	CUST 1743380	12.92
Check	07/20/2020	195407 Accounts Payable	NUTTALL GOLF CARS, INC.	7,766.82
	Invoice	Date	Description	Amount
	20-6111	06/18/2020	BLANKET FOR REPAIRS ON CONTRACTED GOLF CARTS	52.82
	20-7035	07/01/2020	GULF CART RENTALS	7,714.00
Check	07/20/2020	195408 Accounts Payable	NYSID	3,307.14
	Invoice	Date	Description	Amount
	867859	06/05/2020	ANNUAL CLEANING CONTRACT BILLED MONTHLY	3,307.14
Check	07/20/2020	195409 Accounts Payable	OTIS ELEVATOR	1,434.00
	Invoice	Date	Description	Amount
	NFB15780001	06/30/2020	ELEVATOR REPAIR	1,434.00
Check	07/20/2020	195410 Accounts Payable	PARMENTER MOTORS, INC.	164.76
	Invoice	Date	Description	Amount
	0117033+	06/16/2020	TIRES - HEAVY DUTY BLANKET PO	164.76
Check	07/20/2020	195411 Accounts Payable	PAWS OF NY	1,123.00
	Invoice	Date	Description	Amount
	ACCOUNT #126	06/23/2020	VET SERVICES	1,123.00
Check	07/20/2020	195412 Accounts Payable	PEOPLEREADY INC	649.75
	Invoice	Date	Description	Amount
	25824443	06/02/2020	SANITATION TEMPS	649.75
Check	07/20/2020	195413 Accounts Payable	PERRY & CARROLL, INC.	1,893.00
	Invoice	Date	Description	Amount
	384753	07/09/2020	POLICY #CL1899953A	1,863.00
	384881	07/07/2020	LIQUOR LICENSE	30.00
Check	07/20/2020	195414 Accounts Payable	PETNY	2,822.00
	Invoice	Date	Description	Amount

	JULY 2020	07/09/2020	Worker's Comp	2,822.00
Check	07/20/2020	195415 Accounts Payable	PITNEY BOWES	359.25
	Invoice	Date	Description	Amount
	1015911175	06/25/2020	ACCT 0013158353	227.37
	1015911340	06/25/2020	ACCT 0015532822	116.88
	1015917357	07/09/2020	ACCT 0015532822	15.00
Check	07/20/2020	195416 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	152.12
	Invoice	Date	Description	Amount
	T104961+	06/03/2020	PARTS/HARDWARE - BLANKET PO	152.12
Check	07/20/2020	195417 Accounts Payable	PRAXAIR DISTRIBUTION, INC.	169.30
	Invoice	Date	Description	Amount
	97415509	06/26/2020	BLANKET FOR WELDING SUPPLIES	49.16
	97433161	06/27/2020	BLANKET FOR WELDING SUPPLIES	35.00
	97310262	06/22/2020	WELDING SUPPLIES - BLANKET PO	85.14
Check	07/20/2020	195418 Accounts Payable	PREMIER PRINTING, INC.	1,227.65
	Invoice	Date	Description	Amount
	2456	07/09/2020	PUBLIC IMPROVEMENT BONDS	1,227.65
Check	07/20/2020	195419 Accounts Payable	PROFESSIONAL TURF SERVICES, INC.	446.06
	Invoice	Date	Description	Amount
	22780	06/23/2020	WHITE GOLD 0-0-30	446.06
Check	07/20/2020	195420 Accounts Payable	RENKO TREE SERVICE	600.00
	Invoice	Date	Description	Amount
	MAY WORK	05/19/2020	CRANE SERVICE FOR NEW LIGHT	600.00
Check	07/20/2020	195421 Accounts Payable	SAM'S CLUB DIRECT	308.12
	Invoice	Date	Description	Amount
	6/24/2020-	06/24/2020	CANDY/SNACKS/PRODUCE/FOOD	308.12
Check	07/20/2020	195422 Accounts Payable	SENECA BEVERAGE CORP.	1,329.30
	Invoice	Date	Description	Amount
	802142,802852	06/30/2020	BEER/KEGS/VODKA	266.38
	801904,803011	06/29/2020	BEER, LIQUOR, SNACK SHOP SUPPLIES	1,062.92
Check	07/20/2020	195423 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	41.94
	Invoice	Date	Description	Amount
	70431,70569	06/09/2020	SO TIER SENTRY Various Hardware BPO	41.94
Check	07/20/2020	195424 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	1,114.60
	Invoice	Date	Description	Amount
	70686,70666	06/26/2020	BLANKET FOR MISC PARTS AND SUPPLIES	38.98
	70697	06/26/2020	BLANKET FOR MISC PARTS AND SUPPLIES	9.99
	70786	07/06/2020	BLANKET FOR MISC PARTS AND SUPPLIES	2.78
	70274,70323,	06/26/2020	70324,70591 - SOUTHPORT HORSES	1,062.85
Check	07/20/2020	195425 Accounts Payable	SOUTHERN WINE AND SPIRITS	258.80
	Invoice	Date	Description	Amount
	1207378	06/26/2020	LIQUOR/SPIRITS	258.80
Check	07/20/2020	195426 Accounts Payable	STANDARD AND POOR'S	12,825.00
	Invoice	Date	Description	Amount
	11394914	06/29/2020	CUST 1000108537	12,825.00
Check	07/20/2020	195427 Accounts Payable	STAPLES BUSINESS ADVANTAGE	11.07
	Invoice	Date	Description	Amount
	3449656118	06/25/2020	Office Supplies	11.07
Check	07/20/2020	195428 Accounts Payable	STAR GAZETTE	26.86
	Invoice	Date	Description	Amount

	ACCT BGM 160067	07/09/2020	LEGAL NOTICE	26.86
Check	07/20/2020	195429 Accounts Payable	SUBURBAN PROPANE	33.15
	Invoice	Date	Description	Amount
	521229	06/22/2020	PROPANE FOR SHOP - BLANKET PO	33.15
Check	07/20/2020	195430 Accounts Payable	SUSQUEHANNA RIVER BASIN COMMISSION	251.79
	Invoice	Date	Description	Amount
	168826	07/01/2020	Utilities - Other	251.79
Check	07/20/2020	195431 Accounts Payable	THE REPAIR SHOP	17.07
	Invoice	Date	Description	Amount
	88073	05/27/2020	MISC MOWER PARTS	17.07
Check	07/20/2020	195432 Accounts Payable	THE VERDIN COMPANY	630.00
	Invoice	Date	Description	Amount
	0012143	06/26/2020	1 YR MAINTENANCE AGREEMENT FOR STREET CLOCK	630.00
Check	07/20/2020	195433 Accounts Payable	THOMPSON & JOHNSON EQUIPMENT, INC.	37.87
	Invoice	Date	Description	Amount
	756442+	06/04/2020	BOBCAT/SMALL EQUIP PARTS/REPAIRS-BLANKET PO	37.87
Check	07/20/2020	195434 Accounts Payable	UniFirst Corporation	134.10
	Invoice	Date	Description	Amount
	513165627+	06/25/2020	LAUNDRY SERVICE - BLANKET PO	134.10
Check	07/20/2020	195435 Accounts Payable	VASCO BRANDS, INC.	103.38
	Invoice	Date	Description	Amount
	122150	06/29/2020	BLANKET FOR CLEANING JANITORIAL SUPPLIES	103.38
Check	07/20/2020	195436 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	3,946.47
	Invoice	Date	Description	Amount
	JUNE 27	06/27/2020	ACCT 651754337000123	78.89
	JUNE 27.	06/27/2020	ACCT 251754338000191	3,851.39
	JUNE 27..	06/27/2020	ACCT 251754321000158	16.19
Check	07/20/2020	195437 Accounts Payable	VERIZON WIRELESS	1,689.83
	Invoice	Date	Description	Amount
	9857255083	07/09/2020	ACCT 286111989-000001	1,689.83
Check	07/20/2020	195438 Accounts Payable	W. W. GRAINGER	841.11
	Invoice	Date	Description	Amount
	9562535394	06/16/2020	CIGARETTE RECEPTACLES	132.56
	9574390655	06/29/2020	IEC PIN AND SLEEVE CONNECTOR	708.55
Check	07/20/2020	195439 Accounts Payable	W.B. MASON	350.37
	Invoice	Date	Description	Amount
	211471291	06/25/2020	OFFICE SUPPLIES	70.47
	211515362	06/26/2020	Office Supplies	279.90
Check	07/20/2020	195440 Accounts Payable	WEST INFORMATION PUBLISHING GROUP	675.00
	Invoice	Date	Description	Amount
	842670447,	07/09/2020	842553157	675.00
Check	07/20/2020	195441 Accounts Payable	XEROX CORPORATION	447.98
	Invoice	Date	Description	Amount
	010647662	07/01/2020	CUST 708184676	35.84
	010647663	07/01/2020	CUST 708184692	44.00
	010647664	07/09/2020	CUST 708184726	68.18
	010647691	07/09/2020	CUST 723461141	6.45
	010647668	07/01/2020	CUST 718133200	85.78
	010647672	07/01/2020	CUST 718422447	5.18
	010647680	07/01/2020	CUST 719281172	32.69
	010647681	07/01/2020	CUST 719281396	25.10
	010647669	07/01/2020	CUST 718270358	8.19
	010647670	07/01/2020	CUST 718272685	30.92

	010647671	07/01/2020	CUST 718282973	105.65
Check	07/20/2020	195442 Accounts Payable	DIANE ELSTON	20.00
	Invoice	Date	Description	Amount
	REIMBURSEMENT	07/07/2020	PARK RENTAL REIMB	20.00
Check	07/20/2020	195443 Accounts Payable	STEVE HUGHES HORSESHOEING	130.00
	Invoice	Date	Description	Amount
	6/9/2020	06/09/2020	SOUTHPORT HORSES	130.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 88	\$504,793.37
Checks:	88	\$504,793.37		

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING  
Batch Date: 07/20/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	07/20/2020	104208 Accounts Payable	CHAPEL LUMBER COMPANY		25.00
	Invoice	Date	Description		Amount
		2005-261875	05/07/2020	STAKES/ADA RAMP/ROAD PROG-BLANKET PO	25.00
Check	07/20/2020	104209 Accounts Payable	CHEMUNG COUNTY BUILDING SUPPLIES		608.00
	Invoice	Date	Description		Amount
		186967,184655	06/03/2020	PORTLAND CEMENT/MH'S/SHIMS BLANKET PO	608.00
Check	07/20/2020	104210 Accounts Payable	CHEMUNG COUNTY SOIL & WATER		3,575.00
	Invoice	Date	Description		Amount
		3170	06/15/2020	HYDRO SEEDING ROAD PROG	3,575.00
Check	07/20/2020	104211 Accounts Payable	SUIT-KOTE CORP.		1,836.12
	Invoice	Date	Description		Amount
		65431	06/30/2020	COLD PATCH - #PC68593	1,836.12
Check	07/20/2020	104212 Accounts Payable	T-M-T GRAVEL & CONTRACTING		8,623.87
	Invoice	Date	Description		Amount
		29030+	05/27/2020	CRUSHER RUN - RFB# 2096	8,623.87
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 5		\$14,667.99
Checks:		5	\$14,667.99		

HAND CHECKS DETAILS  
CAPITAL HAND CHECKS DETAIL

\$9,994.03  
\$0.00

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 06/26/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	06/26/2020	195351 Accounts Payable	CHEMUNG COUNTY TREASURER		1,532.76
	Invoice	Date	Description		Amount
	ATTN: KATLYN	06/26/2020	TM#89.10-3-1, FOR 920 WALNUT ST PER CONVO		1,532.76
Check	06/26/2020	195352 Accounts Payable	TIME WARNER CABLE		10.56
	Invoice	Date	Description		Amount
	6/17	06/17/2020	acct 202-836270002-001		10.56
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$1,543.32
Checks:		2	\$1,543.32		

City of Elmira \*LIVE\*

**Payment Batch Register**

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 06/30/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	06/30/2020	195353 Accounts Payable	JOSHUA SOURS		118.91
	Invoice	Date	Description		Amount
	Trans #716675494	06/29/2020	Double Paid Parking Ticket		118.91
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$118.91
Checks:		1	\$118.91		

City of Elmira \*LIVE\*

**Payment Batch Register**

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 07/07/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	07/07/2020	195354 Accounts Payable	CHEMUNG COUNTY CLERK		60.00
	Invoice	Date	Description		Amount
	Reg#01K16265730	07/07/2020	NYS NOTARY RENEWAL		60.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$60.00
Checks:		1	\$60.00		

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 07/09/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	07/09/2020	195355 Accounts Payable	JAMES J TURCSIK, JR.		8,271.80
	Invoice	Date	Description		Amount
	6/15-6/30	07/09/2020	COMISSION CHECK		8,271.80
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$8,271.80
Checks:		1	\$8,271.80		

Elmira City Council

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**Title:** Adjournment 7/20/2020

**ResolutionNumber:** 2020-220

**Sponsor:** Daniel Mandell

**AgendaSummary:** Act on resolution to adjourn.

**ATTACHMENTS:**

📎 [Adjournment](#)

July 20, 2020

RESOLUTION

NO. 2020 – \_\_\_\_\_

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

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, August 3, 2020, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

**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	