

# Elmira City Council Meeting Minutes

**RE: AGENDA, COUNCIL MEETING**

**Monday, September 28, 2020 5:30 PM**

2020-268

**Act on resolution dispensing with the minutes of the Regular Meeting held on September 14, 2020.**

MOTION: Approve SPONSORED BY: Brent Stermer VOTE: 6-0  
AYES: Ayes: Council As, Duffy, Franchi, Grasso, Kitching, Moss  
TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

Summary:

Sponsored by Mayor Mandell-Councilmember Stermer absent

**FIRST PUBLIC COMMENT PORTION**

**IDENTIFICATION OF CONSENT ITEMS**

2020-269

**Act on resolution setting a public hearing to receive written and oral comments on the City of Elmira's 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER).**

MOTION: Approve SPONSORED BY: A Whole Council As VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss  
TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

2020-270

**Act on the Resolution of the City Council expressing its intent to apply for \$1 Million Dollars in funding through the New York State Anti-Displacement Learning Network and further authorizing the City Manager to submit the required application.**

MOTION: Approve SPONSORED BY: A Whole Council As VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss  
TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

2020-271

**Act on resolution adopting the Chemung County Multi-**

**Jurisdictional Hazard Mitigation Plan as this jurisdiction's  
Natural Hazard Mitigation Plan in accordance with the Disaster  
Mitigation Act of 2000.**

MOTION: Approve SPONSORED BY: Daniel Mandell VOTE: 6-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss  
TOTAL: 6  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: Absent: Stermer TOTAL: 1

2020-272

**Receive communication from the City Manager and act on  
resolution declaring abandoned and impounded vehicle located at  
the Department of Public Works' impound lot as surplus City  
assets and authorizing the sale of vehicles on the attached list by  
way of on-line auction to be conducted by Auctions International,  
Inc.**

MOTION: Approve SPONSORED BY: Joseph Duffy VOTE: 6-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss  
TOTAL: 6  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: Absent: Stermer TOTAL: 1

2020-273

**Receive communication from Corporation Counsel and act on  
resolution designating the City of Elmira as lead agency, finding  
that amendment of Section 25-87(a) and (b) of the Code of  
Ordinances will not have an adverse impact on the environment,  
and that the City Manager file a negative determination in  
accordance with SEQR 6NYCRR, Part 617.12.**

MOTION: Approve SPONSORED BY: Nanette Moss VOTE: 6-0  
AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss  
TOTAL: 6  
NAYS: TOTAL: 0  
ABSTAIN: TOTAL: 0  
ABSENT: Absent: Stermer TOTAL: 1

2020-274

**Receive communication from the City Manager and act on  
resolution authorizing the Mayor to execute all agreements by  
Constellation NewEnergy for its supply of electricity to the City  
commencing December 1, 2020 and ending November 30, 2023;  
said agreement subject to Corporation Counsel approval.**

MOTION: Approve SPONSORED BY: Daniel Mandell VOTE: 4-1  
AYES: Ayes: Duffy, Kitching, Mandell, Moss TOTAL: 4  
NAYS: Nays: Grasso TOTAL: 1  
ABSTAIN: Abstain: Franchi TOTAL: 1  
ABSENT: Absent: Stermer TOTAL: 1

2020-275

**Receive communication from the City Manager and act on**

**resolution accepting the bid and awarding the contract for property maintenance services (abatements) to RS Parker Landscaping meeting all bid specifications and authorizing the Mayor to execute a contract with RS Parker Landscaping; said contract subject to Corporation Counsel approval.**

MOTION: Approve SPONSORED BY: A Whole Council As VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss

TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

2020-276

**Act on Ordinance amending Chapter 25, Article V, Section 25-87(a) and (b) of the City of Elmira Code of Ordinances.**

MOTION: Approve SPONSORED BY: Joseph Duffy VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss

TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

2020-277

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

MOTION: Approve SPONSORED BY: Tory Kitching VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss

TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

2020-278

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

MOTION: Approve SPONSORED BY: Brent Stermer VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss

TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

Summary:

Sponsored by Mayor Mandell-Councilmember Stermer absent

2020-279

**Act on Audit.**

MOTION: Approve SPONSORED BY: Nicholas Grasso VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss

TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

## SECOND PUBLIC COMMENT PORTION

### CITY MANAGER REPORT

2020-280

Mark  
Franchi

**Act on resolution to adjourn.**

MOTION: Approve SPONSORED BY: Mark Franchi VOTE: 6-0

AYES: Ayes: Duffy, Franchi, Grasso, Kitching, Mandell, Moss

TOTAL: 6

NAYS: TOTAL: 0

ABSTAIN: TOTAL: 0

ABSENT: Absent: Stermer TOTAL: 1

## Elmira City Council

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**Title:** Approval of Minutes 9/28/2020

**ResolutionNumber:** 2020-268

**Sponsor:** Brent Stermer

**AgendaSummary:** Act on resolution dispensing with the minutes of the Regular Meeting held on September 14, 2020.

**ATTACHMENTS:**

📎 [Approval of Minutes 9/28/2020](#)

September 28, 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 28th day of September, 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 September 14, 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:** 2019-2020 CAPER Setting Public Hearing Resolution

**ResolutionNumber:** 2020-269

**Sponsor:** Council as a Whole

**AgendaSummary:** Act on resolution setting a public hearing to receive written and oral comments on the City of Elmira's 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER).

**ATTACHMENTS:**

📎 [2019-2020 CAPER Public Hearing Resolution](#)

September 28, 2020

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

RESOLUTION SCHEDULING A PUBLIC HEARING TO RECEIVE WRITTEN AND ORAL COMMENTS  
ON THE CITY OF ELMIRA'S 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE AND  
EVALUATION REPORT

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

**WHEREAS**, the City of Elmira is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the purpose of the CAPER is to evaluate the performance of activities funded with Community Development Block Grant (CDBG) and HOME Investment Partnership funds completed between July 1, 2019 and June 30, 2020; and

**WHEREAS**, as part of the citizen participation requirements governing the CDBG program, the City of Elmira is required to hold a public hearing to solicit comments from the public on program performance.

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be scheduled for October 13<sup>th</sup>, 2020 for the purpose of receiving written and oral comments from the public regarding the City of Elmira's 2019-2020 CAPER.

**BE IT FURTHER RESOLVED**, that the Department of Community Development is hereby directed to publish a public notice in the official newspaper of the City of Elmira notifying the public that a public hearing will be held on October 13<sup>th</sup>, 2020 at 5:30 p.m. in the City Council Chambers, City Hall, Second Floor, Elmira, New York.

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>	Anti-Displacement Learning Network Grant Application
<b>ResolutionNumber:</b>	2020-270
<b>Sponsor:</b>	Council as a Whole
<b>AgendaSummary:</b>	Act on the Resolution of the City Council expressing its intent to apply for \$1 Million Dollars in funding through the New York State Anti-Displacement Learning Network and further authorizing the City Manager to submit the required application.

### **ATTACHMENTS:**

📎 [2020 Anti-Displacement Grant Resolution](#)

September 28, 2020

**RESOLUTION**  
No. 2020-\_\_\_\_\_

WHEREAS, Enterprise Community Partners has notified the City of Elmira that funding is available through the New York State Anti-Displacement Learning Network to address homelessness; and

WHEREAS, the City of Elmira has already participated in Phase I of the New York State Anti-Displacement Learning Network and is now seeking funds for its strategy; and

WHEREAS, it is in the neighborhood stabilization and revitalization interest of the City of Elmira, New York to apply for the New York State Anti-Displacement Learning Network funding;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Elmira, New York does hereby express its intent to apply for \$1 Million Dollars in funding through the New York State Anti-Displacement Learning Network, and Council authorizes the City, by its City Manager, to submit the required application.

**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	

## Elmira City Council

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**Title:** Multi-Jurisdictional Hazard Mitigation Plan

**ResolutionNumber:** 2020-271

**Sponsor:** Daniel Mandell

**AgendaSummary:** Act on resolution adopting the Chemung County Multi-Jurisdictional Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000.

**ATTACHMENTS:**

- ▢ [resolution](#)
- ▢ [mitigatoin plan federal and state requirements](#)

September 28, 2020

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

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

**NAME OF JURISDICTION:** CITY OF ELMIRA, NY  
**GOVERNING BODY:** CITY COUNCIL OF THE CITY OF ELMIRA, NY  
**ADDRESS:** 317 EAST CHURCH STREET, CITY HALL, ELMIRA, NY 14901

**WHEREAS**, the City of Elmira, New York (City), with the assistance from H2O Partners and Chemung County Office of Fire and Emergency Management, has gathered information and prepared the Chemung County Multi-Jurisdictional Hazard Mitigation Plan (Plan); and

**WHEREAS**, the Chemung County Multi-Jurisdictional Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, the City is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

**WHEREAS**, the City has reviewed the Plan and affirms that the Plan will be updated no less than every five (5) years;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Council of the City of Elmira, New York adopts the Chemung County Multi-Jurisdictional Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

**ADOPTED BY THE FOLLOWING VOTE**

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

**Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at the meeting of the City Council of Elmira, New York.**

\_\_\_\_\_  
**Daniel J. Mandell, Jr./Mayor**

\_\_\_\_\_  
**Angela Williams/City Clerk**

# LOCAL MITIGATION PLAN REVIEW TOOL

## Federal and State Requirements

### Chemung County

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The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers State and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- Section 1: The Regulation Checklist provides a summary of FEMA's evaluation of whether the Plan has addressed all requirements. It may also note where modifications are required to comply with federal regulations.
- Element F: The applicant is required to address the 2017 NYS DHSES Hazard Mitigation Planning Standards that are a required action for any hazard mitigation plan developed with funds administered by NYS DHSES.
- The Plan Assessment has two parts
  - Part A identified the plan's strengths and recommends areas for future improvement.
  - Part B identifies potential resources for implementing your plan.

<b>Jurisdiction:</b> Chemung County and 16 of its Jurisdictions	<b>Title of Plan:</b> Chemung County Hazard Mitigation Action Plan 2019	<b>Date of Plan:</b> April 2019
<b>Local Point of Contact:</b> Kristin Card	<b>Address:</b> P.O. Box 588 Elmira, NY 14902	
<b>Title:</b> Chemung County Emergency Management Director		
<b>Agency:</b> Chemung County Emergency Management		
<b>Phone Number:</b> (607) 737-2095	<b>E-Mail:</b> kcard@chemungcountyny.gov	

<b>State Reviewer:</b> Corrina Cavallo Barbara Spaulding Leroy Thompson Christa Hay	<b>Title:</b> Mitigation Planning Supervisor Planning Manager, Mitigation Programs Planning Manager, Mitigation Programs Planning Manager, Mitigation Programs	<b>Date:</b> August 5, 2019, November 12, 2019 June 24, 2019 July 18, 2019 November 5, 2019
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<b>FEMA Reviewer:</b> Stephanie Gootman Gary Monitz	<b>Title:</b> Mitigation Planner Mitigation Planner	<b>Date:</b> February 7, 2020 February 7, 2020; June 29, 2020
<b>Date Received in FEMA Region (Insert #)</b>		
<b>Plan Not Approved</b>		
<b>Plan Approvable Pending Adoption</b>	June 29, 2020	
<b>Plan Approved</b>		

## SECTION 1: REGULATION CHECKLIST

The purpose of the Regulation Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been 'Met' or 'Not Met.' The 'Required Revisions' summary at the bottom of each Element provides a clear explanation of the revisions that are required for plan approval.

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)		Not Met	Met
ELEMENT A. PLANNING PROCESS					
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))		Table 2-1, pp. 2-3; Table 2-3, pg. 12, Appendix A, Table A-1.	✓		
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))		Planning Process, p. 11-13; Appendix D.	✓		
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))		Planning Process p. 7, 11, 13; Appendices B & D	✓		
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))		Planning Process p. 8; Section 13, pp. 1-3; Appendix E.	✓		
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))		Section 13, Plan Maintenance, p. 6	✓		
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))		Planning Process, p. 10; Section 13, Plan Maintenance, pp. 5-6	✓		
ELEMENT A: REQUIRED REVISIONS					
Please see opportunities for improvement					

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)		Not Met	Met
ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT					
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))		Sections 4-8, Risk Overview for each hazard	✓		
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Req. §201.6(c)(2)(i))		Sections 4-8, Risk Overview for each hazard, juris. annexes	✓		
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))		Sections 4-8, Risk Overview for each hazard, juris. annexes	✓		
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))		Section 7: Flood, Page 32, Tables 7-9 and 7-10. Action worksheets for Big Flats, Elmira, Erin, Southport, Van Etten,	✓		
ELEMENT B: REQUIRED REVISIONS					
Please see opportunities for improvement					

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)		Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
<b>ELEMENT C. MITIGATION STRATEGY</b>				
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	Planning Process, p. 5; Appendix E		✓	
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	Section 7: Flood, pp. 30-34		✓	
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	Executive Summary, p. 1; Section 10: Mitigation Strategy, pp. 1-3		✓	
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Req. §201.6(c)(3)(ii))	Section 12: Mitigation Actions		✓	
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	Section 2: Planning Process, pp. 7, 9		✓	
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Req. §201.6(c)(4)(ii))	Planning Process, pp. 8-10; Section 12: Mitigation Actions		✓	
<b>ELEMENT C: REQUIRED REVISIONS</b>				
<i>Please see opportunities for improvement</i>				

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)		Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
<b>ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION</b> (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Req. §201.6(d)(3))	Section 3, pp. 6		✓	
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	Section 11: Past Mitigation Accomplishments		✓	
D3. Was the plan revised to reflect changes in priorities? (Req. §201.6(d)(3))	Section 2, p. 7; Section 4, p. 3; Section 11: Past Mitigation Accomplishments; Section 13, p. 4		✓	
<b>ELEMENT D: REQUIRED REVISIONS</b>				
<p>D1: As per the <u>FEMA Local Mitigation Plan Review Guide</u>, the plan <i>must</i> describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved. Changes in development can mean either recent development, potential development, or conditions which may affect a jurisdiction's vulnerability. If no changes in development impacted the jurisdiction's overall vulnerability, plan updates may validate the information in the previously approved plan. Each annex includes a generic statement "To better understand how future growth and development in the Town of XXXX might affect hazard vulnerability, it is useful to consider population growth, occupied and vacant land, the potential for future development in hazard areas, and current planning and growth management efforts." Yet the only discussion that follows involves population and demographics, which is useful but not sufficient in this case. In order to meet this requirement each jurisdiction, at a minimum, should provide information on any known recent or planned development in the SFHA – preferably in the form of a map, although a narrative will suffice. It is expected that this information is known. If there is no recent or planned development in the SFHA or other known hazard area, that should be clearly stated. The county may wish to look at changes in land use, since the last plan and into the future, through a mapping analysis with hazard overlays; or, another alternative may be to look at building permits issued in hazard prone areas, with a special emphasis on the SFHA.</p> <p>DHSES Comments: AGREE. There is no analysis, nor do they list building permits even though they state that they do. I do not think this will improve the quality or utility of the plan and would prefer FEMA and DHSES agree to move this to an Opportunity for Improvement as well, but if FEMA is not willing, I will push back to the County for revisions.</p>				

1. REGULATION CHECKLIST	Location in Plan
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Regulation (44 CFR 201.6 Local Mitigation Plans)	(section and/or page number)	Met	Not Met
<b>ELEMENT E. PLAN ADOPTION</b>			
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))	Adoption to occur once the plan is designated as APA		
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))	Adoption to occur once the plan is designated as APA		
<b>ELEMENT E: REQUIRED REVISIONS</b>			

## SECTION 2: PLAN ASSESSMENT

### A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

#### Element A: Planning Process

##### Strengths

- The Planning Process (p. 5) section includes discussion of insights generated conducting the capability assessments. Excellent listing of shortcomings and ways they can be addressed.
- Multiple persons from each jurisdiction were involved in the planning process, ensuring that diverse viewpoints were incorporated into the planning process.
- P. 2-5, shows a good effort to recruit to the planning process those with the authority to carry out mitigation actions and monitor the plan.

##### Opportunities for Improvement

A2: Please provide a complete list of those invited to each meeting identified in Appendix D. For neighboring communities (neighboring county officials/ neighboring municipalities) or stakeholders that were not provided an opportunity to provide comments during the process of updating the plan, please reach out to them and provide them a minimum of 30 days to provide comments and incorporate these into the plan. If no comments are received, simply note this in the plan and resubmit for review.

DHSES response: The meeting documentation provided in Appendix D meets minimum federal requirements. There is no requirement for a 30-day public review period, and information provided in Appendix D makes clear that opportunities for participation were published publicly. This comment should be changed to an Opportunity for Improvement.

FEMA: Changed from required revision to opportunity for improvement.

In Appendix A page 3, it says "for a list of attendees at meetings, please see Appendix E". However, it should refer to Appendix D for a complete list of stakeholders.

##### Opportunities for Improvement – DHSES

- P. 1, The plan refers to the region as Mark Twain country but does not say why. Not all readers will intuit the fact that Twain's wife is from Elmira and, as a result, he spent a great deal of time there. Given his celebrity, it's worth adding a sentence or two about his relationship to the community.
- P. 2 of the Planning Process section reads, "Key members of H2O Partners, Inc. developed the Plan in conjunction with the Planning Team." The emphasis is on the consultant instead of the County. It is strongly recommended that the sentence be reworded to state that the Planning Team, comprised of county and municipal representatives and other stakeholders, was supported by the consultant.
- In the Planning Process (p. 8) section Incorporation of Existing Plans into the HMAP Process discusses review of local plans and programs, ordinances, etc., which are summarized in a table in Appendix E. The section also mentions that the Planning committee looked at the NYS HMP. A future plan update might address more the spirit of the



guidance, which suggests developing a list that, aside from local documents listed in the aforementioned table, includes a list of web sites, publications describing hazards, FEMA technical documents, etc. consulted in plan development. For example, Section 4, p. 1 states that "Readily available online information from reputable sources such as federal and state agencies were also evaluated and utilized to supplement." To what resources does the plan refer? P. 4 of the Risk Overview suggests that the planning team consulted NYSEDA's ClimAID report, which should also be included among the resources consulted. The site is mentioned in the Risk Overview section, but assembling a list of all resources consulted is more in keeping with FEMA guidance.

- Requirement A6: The section on Plan Review and Plan Update (Planning Process, p. 10) states how the plan will be monitored and updated. However, the review and update process is discussed more fully in Section 13: Plan Maintenance. It is recommended that a sentence or two be included on page 10 referring the reader to Section 13 for more information about the update process.
- In Section 3, p. 8, the plan mentions that the County Planning Department assists community members with NFIP needs. This is an important resource to mention in terms of mitigation planning and floodplain management in all jurisdictions. Even if the Department's work in this area is discussed at length later in the plan, a sentence or two here about this activity could provide readers with insight about how flood-related issues are managed in Chemung communities, a key topic given the number of flood incidents countywide. A sentence about how the Planning Department assists with NFIP needs would be illustrative. This section does a good job of explaining the technical resources available (STC, Planning Department) to all jurisdictions and highlights the regions inter-jurisdictional cooperative efforts.
- Appendix A states that public meeting documentation may be exempt from public release under the FOIA. Since meetings are open to the public, an explanation of this may be warranted.

## **Element B: Hazard Identification and Risk Assessment**

### **Strengths**

The risk assessment follows a logical and easy-to-follow format with information clearly broken out by hazard and requirement.

### **Strengths – DHSES**

- The plan clearly outlines the five required points that need to be addressed for each hazard: description, location, extent, historical occurrences, future probability and impact. The reader can clearly find the required information.
- Description of each hazard is succinct and to the point, presenting just what is needed to meet requirements without overloading the plan with extraneous data.
- Good maps are included of the flood zones of each jurisdiction, providing a visual of potential consequences of the flood hazard.

### **Opportunities for Improvement**

In Section 4 "Risk Overview" p.4: "New York's ClimAID is the organization charged with..." ClimAID is a report, the organization involved in its development is NYSEDA. Please correct.

B4: Table 7-10. Repetitive Loss and Severe Repetitive Loss Properties (Section 7 Flood p.33) and the associated tables in all municipal annexes should specify how many, if any, of these structures are SRL vs. RL. They currently do not break them out so the reviewer does not know whether there are any SRL properties, or how many. If there are no SRL properties, this needs to be indicated.

### **Opportunities for Improvement – DHSES**

- The plan states in several places that the county decided to focus efforts on five hazards most affecting the county: flood, winter storm, thunderstorm, landslide and tornados. Thunderstorm is broken down into three hazards, which means that the plan profiles seven hazards. Instead of thunderstorms itself being thoroughly profiled, the plan explains in detail three related hazards: thunderstorm wind, hail and lightning. The last three come up as event descriptors in a Chemung County historic data search run using the National Centers for Environmental Information (NCEI, formerly the National Climatic Data Center, or NCDC). It is recommended that the next plan update consult multiple data sources because NCDC often mixes hazards (i. e.: thunderstorm winds, a combination of severe storms and wind) and it's sometimes difficult to delineate information about one specific hazard separate from others in which that hazard is bundled. What is currently described in the Chemung HMP as Thunderstorm should be broken down into the three

hazards of wind, lightning and hail as separate hazards. Thunderstorm is mentioned as a hazard on p. 2-5 but much of the plan discusses the hazard of thunderstorm wind, then the action items identify the hazard as thunderstorm. Also, within the discussion of thunderstorm are tables describing the extent of wind (Beaufort Wind Scale) and the Wind Zones of the United States. Winds can prevail without a thunderstorm, so the discussion mixes apples and oranges, so to speak. The presentation of the thunderstorm hazard and its sub-elements is confusing.

It is recommended that the next plan update describe thunderstorms separate from wind, hail and lightning, which are all separate hazards. Doing this in separate sections would keep all information about each hazard together, rather than describing each of the four, then discussing the extent of each, history of each, and so forth. It is confusing to the reader to go back and forth between each element of each "sub-hazard" under thunderstorms.

The problems stemming from this issue are compounded when comparing hazard information included in Table 12-1 with hazards to be addressed in mitigation action worksheets included in the plan. The comparison yields two problems. First, a different group of hazards is included in the form than those outlined earlier in the plan. The table includes Flood, Landslide, Winter Storm, Tornado and Thunderstorm; the plan earlier describes the first four plus Thunderstorm Wind, Hail and Lightning. It is not necessary to include an action item to address each hazard, but the plan goes to great lengths to describe Thunderstorm and being comprised of three hazards, and wind, lightning, and hail are addressed neither in Table 12 nor the action worksheets.

A second problem is that information in Table 12-1 does not align with what is in the worksheets. The number of actions addressing each hazard in each jurisdiction, as outlined in the table, do not match the total number of hazards listed in the worksheets. The chart below summarizes the discrepancies.

Jurisdiction	Flood		Landslide		Winter Storm		Tornado		Thunderstorm	
	Table 12-1	Worksheets	Table 12-1	Worksheets	Table 12-1	Worksheets	Table 12-1	Worksheets	Table 12-1	Worksheets
Chemung County	10	11	1	2	1	1	1	1	1	1
City of Elmira	6	7	0	1	1	1	1	1	1	1
Town of Ashland	6	7	0	1	2	2	2	2	1	2
Town of Baldwin	6	7	0	1	1	1	1	1	1	1
Town of Big Flats	9	10	0	1	1	1	1	1	1	1
Town of Caltlin	4	4	0	1	1	2	1	2	1	2
Town of Chemung	6	7	0	1	1	1	1	1	1	1
Town of Elmira	8	9	0	1	1	1	1	1	1	1
Town of Erin	5	6	0	1	1	1	1	1	1	1
Town of Horseheads	6	7	1	1	1	1	1	1	1	1
Town of Southport	5	6	1	1	2	2	2	2	2	2
Town of Van Etten	5	6	1	1	1	1	1	1	1	1
Town of Veteran	5	5	2	2	2	2	1	1	1	1
Village of Elmira Heights	6	7	0	1	1	1	1	1	1	1
Village of Horseheads	3	4	0	1	2	3	2	3	2	3
Village of Millport	6	7	0	1	2	2	2	2	2	2
Village of Wellsburg	5	6	0	1	1	2	1	2	1	2

Looking at the figures for Chemung County, Table 12-1 indicates that one action is listed for landslide but two landslide-related actions are in the worksheets. Ten flood actions are indicated in the table but 11 worksheets mention flood. The table, while well intended, may confuse the reader. The county may wish to remove the table altogether in the next plan update.

- Figure 5-1 is titled Extreme Cold Days, 1960-2003, but the content of the image associated with the table shows the New York Annual Average Snowfall 1960-2012. It is strongly recommended that the title reflect the content.
- Figure 7-1 represents a good attempt to graphically show estimated flood zones. Consider using the landscape layout for this page so the map will be larger. This map is also used in other places in the plan. While there is a legend that clearly identifies each jurisdiction, consider including labels on the map itself that identify each community so viewers can quickly identify each city, town and village.
- The same is true for the other maps (through page 20) that follow Figure 7-1: using the landscape layout will allow for larger maps that will be easier to read.
- Pages 20 and 22, Section 7: Flood state that Figures 1-17 should be read keeping in mind Tables 7-1 and 7-2. It is confusing to turn back and forth between the figures and the tables. It would streamline reading this section if in future plan updates a shortened version of Table 7-1 is included next to each Figure.
- Table 7-7 could be streamlined into a smaller, easier-to-digest table that reads as shown below.

- Page 31 of Section 7 includes discussion of CRS participation, including how difficult it is for smaller communities to maintain participation. In a future update, this would be a good place to include the names of CRS participating communities, and also the names of the rescinded communities and the reason they rescinded.

**Recommended replacement for Table 7-7**

Jurisdiction(s)	Impact	Description
Chemung County; Towns of Baldwin, Big Flats, Caitlin, Chemung	Limited	Could experience injuries that would be treatable with first aid. Critical facilities would typically shut down for 24 hours or less, and less than 10 percent of property would be destroyed or damaged.
City of Elmira; Towns of Ashland, Elmira, Erin, Horseheads, Southport, Van Etten, Veteran; Villages of Elmira Heights, Horseheads, Millport	Limited	Could experience limited property damage with critical facilities typically shut down for 24 hours or less, and less than 10 percent of property would be destroyed or damaged.
Village of Wellsburg	Minor	Could experience minor property damage with a complete shutdown of critical facilities for more than one week and more than 10 percent of property destroyed or with major damage.

**Element C: Mitigation Strategy**

**Strengths**

Each jurisdiction provided at least two well thought-out mitigation actions. This is a commendable effort!

**Strengths – DHSES**

- C3: The plan includes a goal to protect new and existing property, with specific objectives for reducing NFIP repetitive losses; protecting existing buildings and public infrastructure; and limiting development in high-risk areas (p. 10-2). Goals and objectives proposed a high degree of mitigation programs and outreach and sustainable growth. Many other plans mention such efforts at some point in the plan, but they are given higher visibility when specifically pointed out in this way.
- Description of the NFIP program includes information about the most recent CAV and the RL/SRL properties in each jurisdiction. Actions to address these structures are included where appropriate. Discussion of completed actions includes structures addressed when funding was available.
- Chemung County includes an action item to work with STC in supporting municipalities in furthering CRS participation. This is a worthwhile activity given the county's ability to leverage one activity on its part that could benefit all jurisdictions. This could include, for example, the development of promotional material that could be used by municipalities for floodplain management outreach.
- While a number of creative mitigation actions are included in the plan, Ashland-9 is noteworthy. The action addresses the fact that weather events occurring in another jurisdiction cause flooding in Ashland and articulates a multi-jurisdictional solution between Ashland and Wellsburg.
- While there are deficiencies in the description of some mitigation strategies, the worksheets attempt to give a sense of how the proposed activity will mitigate one or more hazards. Big Flats-4 is an example of a well-described plan of action and alternate actions considered.

**Opportunities for Improvement**

C1: The capability assessment should be unique to each jurisdiction rather than a standardized yes/no checklist of plans and codes. While no specific plan or code is required, if a jurisdiction does not have, for example, a master plan or floodplain management ordinance then they should at a minimum indicate that a concerted effort has been made to develop such capabilities. Each community should reevaluate their unique capabilities and include them in the capability assessment section. For example, the City of Elmira collaborated with the Southern Tier REDC to design the Downtown Revitalization Initiative Strategic Investment Plan. This plan highlights the City of Elmira's unique capabilities and efforts to increase resiliency and should be included in the City of Elmira's municipal annex. It is recognized that all jurisdictions will not necessarily have something like this, but anything else unique should be included along with a brief description of the plan and how it is currently being used or will be used in the future to reduce hazard risk. For each resource or mechanism it should include the date of the last update and/or if hazard mitigation is included as a component of it. It is

also strongly encouraged that each jurisdiction describe how hazard mitigation is (or will be) incorporated into these resources or mechanisms.

DHSES Response: I agree that the *assessment* of capabilities of participating jurisdictions in the plan is weak. However, I believe that revisions to enhance this component will not substantively improve this plan. The information they've compiled and incorporated into this plan (which was asserted in Section 2: Planning Process – pages 8-10), however weak, meets minimum federal requirements and this should be offered as an Opportunity for Improvement, maybe with stronger wording that, "It is expected that in the next update..."

FEMA: Changed from required revision to opportunity for improvement.

Please see attached actions Table for DHSES' and FEMA's comments on proposed mitigation actions. While these actions are all commendable, many of them are not eligible mitigation actions.

#### **Opportunities for Improvement – DHSES**

- Table 12-1: Chemung County and Participating Jurisdictions Mitigation Action Matrix is not easy to intuit. Is the number of X marks in the hazard columns next to each jurisdiction supposed to tell the number of actions for the jurisdiction that address each hazard? If this is the case, the number of ticks on the chart do not correspond to hazards addressed in worksheets. Taking into consideration that an action may address multiple hazards, the chart seems to suggest that the six actions included in the plan for the Town of Ashland would address hazards as follows: all six address flood, two address winter storm and tornado, and one addresses the thunderstorm hazard. Reading through the worksheets, though, we see that five actions address flood, two each address windstorm and tornado, two address thunderstorm and one addresses landslide. The differences are summarized below:

Summary Table	Hazard	Worksheets
6	Flood	5
2	Windstorm	2
2	Tornado	2
1	Thunderstorm	2
0	Landslide	1

While the plan writer is to be commended for trying to clearly delineate how many of each type of action are proposed by the color-coded chart and allocation of tick marks, this presentation almost includes too much information, or it's too complicated to readily assimilate. It could likely be even more confusing to the lay person not used to reading mitigation data. It is recommended that a more streamlined presentation be used in the next plan update.

One point the chart does make is that an overwhelming number of actions were designed to educate the public and generate awareness about each of the hazards. Based on the chart alone, the plan proposes only one non-education/awareness project for all hazards other than flooding. It's not clear whether these are "fall back" projects for communities not aware of how to develop practical actions for non-flood hazards other than education and public awareness.

#### **Element D: Plan Update, Evaluation, and Implementation (Plan Updates Only)**

##### **Strengths**

- The Planning Process section described in full how the County and jurisdictions plan to integrate the HMP into other planning mechanisms. (Planning Process, p. 8ff)
- The HMP mentions amending the document in the event new projects be identified that should be included in the formal mitigation plan. (Planning Process, p. 9)

##### **Opportunities for Improvement**

D1: As per the FEMA Local Mitigation Plan Review Guide, the plan *must* describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved. Changes in development can mean either recent development, potential development, or conditions which may affect a jurisdiction's vulnerability. If no changes in development impacted the jurisdiction's overall vulnerability,

plan updates may validate the information in the previously approved plan. Each annex includes a generic statement “To better understand how future growth and development in the Town of XXXX might affect hazard vulnerability, it is useful to consider population growth, occupied and vacant land, the potential for future development in hazard areas, and current planning and growth management efforts.” Yet the only discussion that follows involves population and demographics, which is useful but not sufficient in this case. In order to meet this requirement each jurisdiction, at a minimum, should provide information on any known recent or planned development in the SFHA – preferably in the form of a map, although a narrative will suffice. It is expected that this information is known. If there is no recent or planned development in the SFHA or other known hazard area, that should be clearly stated. The county may wish to look at changes in land use, since the last plan and into the future, through a mapping analysis with hazard overlays; or, another alternative may be to look at building permits issued in hazard prone areas, with a special emphasis on the SFHA.

DHSES Response: County has confirmed that there has been, and will be, no significant development in any jurisdiction that has impacted hazard risk or vulnerabilities that would result in any change to the mitigation strategy/actions included in the current version of the plan.

FEMA: Changed from required revision to opportunity for improvement.

#### **Opportunities for Improvement – DHSES**

- It is recommended that p. 10 in Planning Process state specifically who at the County will manage the review and update process. This can be addressed by inserting the phrase “Fire and Emergency Management Department” as the lead on this score. The complete list of persons responsible for plan maintenance at the county and jurisdiction level is included p. 4 of Section 13 (Plan Maintenance), but a brief mention early on would be informative.

#### **Element F: State standards**

##### **Strengths**

- The plan does a good job of detailing critical facilities located in each jurisdiction and stating how they would be vulnerable to the individual hazards.
- Communities did a good job of identifying locations for temporary housing. Possibilities presented showed that some thought had been given to determining suitable sites and that communities understand what is required in terms of temporary housing locations.

##### **Opportunities for Improvement**

- Reviewers appreciate the fact that each jurisdiction may be able to move residents to the County’s locations for temporary housing at Chemung County Fairgrounds and Harris Hill Park. Such an arrangement shows inter-jurisdictional cooperation and resource sharing. In a future plan update, the plan could be streamlined by stating clearly at the beginning of Appendix F that these two sites are available to residents of all communities should locally-identified sites become full or be unavailable, as the plan currently does on page 1 of Appendix X: *Chemung County would be willing to share access to either of these sites for any municipality that could not identify usable land for this purpose in the event of an emergency within their jurisdiction.*

One way to approach this would be to enumerate communities that were not able to identify sites within their boundaries (including, for example, the Towns of Van Etten and Veteran and Village of Wellsburg) and summarize that their residents will be safely housed at their the Fairgrounds or Harris Hill locations. What is currently included is acceptable and meets the standard; recommended changes are included to shorten a future plan. In either case, it’s clear that jurisdictions have made every effort to address the State Standard. The Town of Southport, however, may need to reconsider its named location of Goodwin Park, which the plan identifies as being in a flood zone (p. 23, Appendix F).

- The plan does a good job mentioning in multiple places that evacuation and sheltering plans may be found in various county and jurisdictional documents. To clarify that the needs of all populations have been addressed, the plan should include additional verbiage at the end of the first paragraph at the top of page 4 in Section 4: Risk Assessment. [Current wording] *In addition, Chemung County has developed a Comprehensive Emergency Management Plan that outlines evacuation and sheltering measures during hazard events.* [Addition] *These plans*

*also cover having special accommodations to shelter the special needs populations, including those with disabilities and pets.*

This point is stressed because it is recognized among emergency managers that people often don't evacuate because they have a physical or mental disability, or local shelters are not able to accommodate pets and the will not evacuate and leave them behind. Chemung County and its municipalities may well have covered this need in their evacuation plans; that they have done so needs to be spelled out in the mitigation plan.

## **B. Resources for Implementing Your Approved Plan**

### **FEMA Publications**

- *Local Mitigation Planning Handbook*, FEMA (March 2013). Available online at the FEMA website: [https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema\\_local\\_mitigation\\_handbook.pdf](https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema_local_mitigation_handbook.pdf).
- *Mitigation Ideas—A Resource for Reducing Risk to Natural Hazards*, FEMA (January 2013). Available online at the FEMA website: [https://www.fema.gov/media-library-data/20130726-1904-25045-0186/fema\\_mitigation\\_ideas\\_final508.pdf](https://www.fema.gov/media-library-data/20130726-1904-25045-0186/fema_mitigation_ideas_final508.pdf).
- *Integrating Hazard Mitigation Into Local Planning—Case Studies and Tools for Community Officials*, FEMA (March 1, 2013). Available online at the FEMA website: [https://www.fema.gov/media-library-data/20130726-1908-25045-0016/integrating\\_hazmit.pdf](https://www.fema.gov/media-library-data/20130726-1908-25045-0016/integrating_hazmit.pdf).
- *National Flood Insurance Program Community Rating System—A Local Official's Guide to Saving Lives, Preventing Property Damage and Reducing the Cost of Flood Insurance*, FEMA B 573 (2018). Available online at the FEMA website: [https://www.fema.gov/media-library-data/1535126505943-439b296e7778b037d05f698f65c7891b/2018NFIP\\_CRS\\_Brochure\\_June\\_2018\\_508OK.pdf](https://www.fema.gov/media-library-data/1535126505943-439b296e7778b037d05f698f65c7891b/2018NFIP_CRS_Brochure_June_2018_508OK.pdf)

### **American Planning Association (APA) Publications**

- *Hazard Mitigation: Integrating Best Practices into Planning*, American Planning Association PAS Report No. 560 (2010). This is a joint publication of the American Planning Association and FEMA. Available for download from the FEMA website: [https://www.fema.gov/media-library-data/20130726-1739-25045-4373/pas\\_560\\_final.pdf](https://www.fema.gov/media-library-data/20130726-1739-25045-4373/pas_560_final.pdf).

## **SECTION 3:**

### **MULTI-JURISDICTION SUMMARY SHEET (OPTIONAL)**

**INSTRUCTIONS:** For multi-jurisdictional plans, a Multi-jurisdiction Summary Spreadsheet may be completed by listing each participating jurisdiction, which required Elements for each jurisdiction were 'Met' or 'Not Met,' and when the adoption resolutions were received. This Summary Sheet does not imply that a mini-plan be developed for each jurisdiction; it should be used as an optional worksheet to ensure that each jurisdiction participating in the Plan has been documented and has met the requirements for those Elements (A through E).

**Plan Name:** Otsego County Multi-Jurisdictional Multi-Hazard Mitigation Plan Update

**Status by Jurisdiction:**

#	Jurisdiction Name	All Requirements Met	Elements Requiring Revisions			
		Yes / No	Element A	Element B	Element C	Element D
1	Chemung County	Yes				
2	Town of Ashland	Yes				
3	Town of Baldwin	Yes				
4	Town of Big Flats	Yes				
5	Town of Catlin	Yes				
6	Town of Chemung	Yes				
7	City of Elmira	Yes				
8	Town of Elmira	Yes				
9	Village of Elmira Heights	Yes				
10	Town of Erin	Yes				
11	Town of Horseheads	Yes				
12	Village of Horseheads	Yes				
13	Village of Millport	Yes				
14	Town of Southport	Yes				
15	Town of Van Etna	Yes				
16	Town of Veteran	Yes				
17	Village of Wellsburg	Yes				

## Elmira City Council

<b>Title:</b>	Sale of City Surplus Assets
<b>ResolutionNumber:</b>	2020-272
<b>Sponsor:</b>	Joseph Duffy
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution declaring abandoned and impounded vehicle located at the Department of Public Works' impound lot as surplus City assets and authorizing the sale of vehicles on the attached list by way of on-line auction to be conducted by Auctions International, Inc.

### **ATTACHMENTS:**

- 📎 [communication and resolution](#)
- 📎 [list of vehicles](#)



September 28, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The impound lot at the City's Department of Public Works on Linden Place contains impounded and abandoned vehicles. The Police Department is recommending the disposal of these vehicles. By resolution 2018-61, the City entered into a two-year agreement with Auctions International, Inc., for sale of government assets by online auction.

The following resolution declares these vehicles as surplus assets and authorizes the online auction sale.

Respectfully submitted,

P. Michael Collins  
City Manager

September 28, 2020

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

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

**RESOLVED**, that the communication from the City Manager regarding the sale of impounded and abandoned vehicles, be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York declares the abandoned and impounded vehicles located at the Department of Public Works as surplus City assets and authorizes the sale of the vehicles in the City's possession outlined on the attached list of vehicles; and be it further

**RESOLVED**, that the City Council authorizes the sale of said vehicles by way of an on-line auction to be conducted by Auctions International, Inc.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

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

## Auction Cars

<b>CASE #</b>	<b>TAG #</b>	<b>VEHICLE</b>	<b>COLOR</b>	<b>VIN #</b>	<b>KEY</b>	<b>DATE LETTER SENT</b>
20-0164	3-20	2009 Kia Spectra	Gray	KNAFE222895643294	Y	7/20/2020
20-0683	17-20	2003 Ford Mustang	Black	1FAFP40413F326607	Y	N/A
20-2643	58-20	2007 Chevrolet Malibu	Gray	1G1ZT58F07F282421	Y	7/20/2020
20-2873	62-20	2000 Volkswagen Beetle	Black	3VWBC21C1YM434356	Y	7/20/2020
20-2886	72-20	2007 Blue Bird Bus	Yellow	1BABGCPA17F242138	N	7/16/2020
20-3287	80-20	2002 Jeep Cherokee	White	1J4GW38S82C236816	Y	9/09/2020
20-3466	93-20	2002 Mazda 626	Gray	1YVGF22C525302643	N	7/16/2020
20-3497	94-20	2003 Hyundai Elantra	White	KMHDN45D03U472245	N	7/16/2020
20-3653	89-20	2005 Dodge Ram 1500	Black	1D7HU18D95J549062	Y	9/09/2020
20-3841	98-20	2007 Chevrolet Cobalt	Black	1G1AK15F477275494	Y	9/15/2020
20-3902	97-20	2008 Dodge Avenger	Blue	1B3LC46K38N670341	Y	9/4/2020
20-3931	102-20	2004 Hyundai Sonata	White	KMHWF25S14A975777	Y	9/15/2020
20-3945	103-20	2004 Jeep Liberty	Tan	1J4GL48K24W314930	Y	9/15/2020
20-4077	111-20	2002 Toyota Camry	Gray	JTDBE32K520064838	Y	9/04/2020
20-4188	115-20	2000 Saturn Ion	Red	1G8ZH5288YZ125426	Y	9/15/2020
20-4283	119-20	2005 Buick Lacrosse	Blue	2G4WD532851214380	Y	9/15/2020
20-4290	127-90	1999 Ford Box Truck	White	1FDNE2722XHB11327	N	9/04/2020
20-4331	130-20	1999 Saturn SL	Black	1G8ZJ5275XZ296211	N	9/04/2020
20-4464	128-20	2004 Saab 93/93B	Black	YS3FD79Y046011799	N	9/03/2020
20-4466	126-20	2003 Dodge Neon	Blue	1B3ES56C43D175686	Y	9/15/2020
20-4627	153-20	2005 Chevrolet Equinox	Gray	2CNDL73F356118166	N	9/03/2020
20-4695	142-20	1997 Honda Civic	Gray	1HGEJ8149VL076018	N	9/03/2020
20-4806	148-20	2007 Chevrolet Impala	Black	2G1WT58K579156435	N	9/03/2020

**\*\*N/A – The owner relinquished ownership prior to a letter being sent.**

## Elmira City Council

<b>Title:</b>	Ordinance Amending Section 25-87(a) & (b) SEQR
<b>ResolutionNumber:</b>	2020-273
<b>Sponsor:</b>	Nanette Moss
<b>AgendaSummary:</b>	Receive communication from Corporation Counsel and act on resolution designating the City of Elmira as lead agency, finding that amendment of Section 25-87(a) and (b) of the Code of Ordinances will not have an adverse impact on the environment, and that the City Manager file a negative determination in accordance with SEQR 6NYCRR, Part 617.12.

### **ATTACHMENTS:**

- 📎 [communicaton and resolution](#)
- 📎 [SEQR](#)

September 28, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's consideration of amending Chapter 25, Article V, Section 25-87(a) and (b) of the City of Elmira Code of Ordinances, it is necessary for the Council to consider the environmental impact of the proposed ordinance. The following resolution designates the City as the lead agency; determines that the ordinance will not have an adverse impact on the environment, and directs that a negative declaration be filed.

Respectfully yours,

John J. Ryan, Jr.  
Corporation Counsel

September 28, 2020

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

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

**RESOLVED**, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to amending Chapter 25, Article V, Section 25-87(a) and (b) of the City of Elmira Code of Ordinances, be received and placed on file; and be it further

**RESOLVED**, that pursuant to the State Environmental Quality Review Act, 6NYCRR, Part 617.6, the City Council of the City of Elmira designates itself as the lead agency; and be it further

**RESOLVED**, that the City Council finds, based on the facts and information presented, that the amendment of Section 25-87(a) and (b) will not have an adverse impact on the environment; and be it further

**RESOLVED**, that the City Manager or his designee shall file a negative determination and that such determination shall be filed in accordance with SEQR 6NYCRR, Part 617.12.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

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

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:			State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<b>NO</b>	<b>YES</b>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<b>NO</b>	<b>YES</b>
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations?  b. Consistent with the adopted comprehensive plan?	<b>NO</b>	<b>YES</b>	<b>N/A</b>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<b>NO</b>	<b>YES</b>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	<b>NO</b>	<b>YES</b>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?  b. Are public transportation service(s) available at or near the site of the proposed action?  c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<b>NO</b>	<b>YES</b>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<b>NO</b>	<b>YES</b>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ _____	<b>NO</b>	<b>YES</b>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ _____	<b>NO</b>	<b>YES</b>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  b. Is the proposed action located in an archeological sensitive area?	<b>NO</b>	<b>YES</b>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<b>NO</b>	<b>YES</b>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<b>NO</b>	<b>YES</b>	
16. Is the project site located in the 100 year flood plain?	<b>NO</b>	<b>YES</b>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____	<b>NO</b>	<b>YES</b>	



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	<b>NO</b>	<b>YES</b>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	<b>NO</b>	<b>YES</b>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	<b>NO</b>	<b>YES</b>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: _____ Date: _____ Signature: _____		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

## Elmira City Council

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**Title:** Constellation NewEnergy Agreement 2020-2023

**ResolutionNumber:** 2020-274

**Sponsor:** Daniel Mandell

**AgendaSummary:** Receive communication from the City Manager and act on resolution authorizing the Mayor to execute all agreements by Constellation NewEnergy for its supply of electricity to the City commencing December 1, 2020 and ending November 30, 2023; said agreement subject to Corporation Counsel approval.

**ATTACHMENTS:**

- ▢ [commuication and resolution](#)
- ▢ [agreement](#)

September 28, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's electricity contract with Constellation NewEnergy, Inc. expires November 30, 2020. The City is a member of the Municipal Electric & Gas Alliance (MEGA) which awarded to Constellation NewEnergy, Inc. (Constellation) the electricity bid. MEGA solicits bids for this utility and then arranges for the lowest responsible bidder to enter into contracts directly with the municipality.

The following resolution authorizes the Mayor to execute all agreements required by Constellation for its supply of electricity to the City commencing December 1, 2020 and ending November 30, 2023; said agreement to be subject to the approval of the Corporation Counsel.

Respectfully yours,

P. Michael Collins  
City Manager

September 28, 2020

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

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

**RESOLVED**, that the communication from the City Manager regarding the City's membership in the Municipal Electric & Gas Alliance (MEGA) for a three-year renewal purchasing electricity from Constellation NewEnergy, Inc. (Constellation), be received and placed on file; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute all agreements required by Constellation for its supply of electricity to the City commencing December 1, 2020 and ending November 30, 2023; said 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	



# Constellation

An Exelon Company

Agreement is Not  
Valid Unless  
Executed by Seller

**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions**

**CUSTOMER DISCLOSURE STATEMENT\***

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.														
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.														
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.														
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).														
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.														
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.002500/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).														
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.														
Fixed or Variable, (explanation of how the price is determined):	<p>Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).</p> <table> <tr> <td>Energy Cost</td><td>Fixed</td></tr> <tr> <td>Ancillary Services And Other ISO Costs</td><td>Fixed</td></tr> <tr> <td>Capacity Costs</td><td>Fixed</td></tr> <tr> <td>Line Loss Costs</td><td>Fixed</td></tr> <tr> <td>NY TOTS Project Costs</td><td>Fixed</td></tr> <tr> <td>NY ZEC Program Costs</td><td>Fixed</td></tr> <tr> <td>NY REC Program Costs</td><td>Fixed</td></tr> </table>	Energy Cost	Fixed	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Fixed	Line Loss Costs	Fixed	NY TOTS Project Costs	Fixed	NY ZEC Program Costs	Fixed	NY REC Program Costs	Fixed
Energy Cost	Fixed														
Ancillary Services And Other ISO Costs	Fixed														
Capacity Costs	Fixed														
Line Loss Costs	Fixed														
NY TOTS Project Costs	Fixed														
NY ZEC Program Costs	Fixed														
NY REC Program Costs	Fixed														

The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

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Sales Rep: Jeffrey S Hills G355626.245996.0 Printed: 9/15/2020

**Price(s) for Fixed Price Solutions:**

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
10/28/20	11/30/23	\$0.04120

\* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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**CITY OF ELMIRA ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Fixed
NY REC Program Costs	Fixed

The contract prices contained in the Account Schedule include any credit costs and margin.

**NY TOTS Project Costs:** Customer's contract price includes New York Transmission Owner Transmission Solution ("TOTS") Project Costs. Such NY TOTS Project Costs are considered "Fixed" under this Agreement and are included in the contract price. In the event that the NY TOTS Project Costs are modified, amended or otherwise adjusted in any way, then any such modification, amendment or adjustment may be deemed a change in law pursuant to terms of this Agreement. "NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York as approved by FERC pursuant to order 154 FERC 61,196 issued on March 17, 2016.

**Capacity Cost (Fixed):** You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on the UDC's regular adjustments to your ICAP Tag (kW). "ICAP Tag (kW) " means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and

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furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.002500/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**Consumer Protections.** The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
New York State Electric and Gas	NYSEG	1-800-572-1131

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: City of Elmira

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

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

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

Printed Name: Daniel J. Mandell , Jr.

Title: Mayor

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

Address: 317 East Church Street  
Elmira, NY 14901

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

Phone: 607-737-5644

Email: mayor@cityofelmira.net

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## General Terms and Conditions

### 1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"NY ZEC Program Costs"** means any cost related to the purchase of zero-emissions credits ("ZEC's") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

**"NY REC Program Costs"** means any cost related to the purchase of eligible renewable energy certificates ("REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

**"NYC UXT"** means New York City Utility Excise Tax.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay

your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

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**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will

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be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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**ACCOUNT SCHEDULE:****For: City of Elmira****The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on September 15, 2020**

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 130

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NYSEG	N0100000088575	CLEMENS & GRAY STS, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N0100000092460	CHURCH & SULLIV STS &, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N0100000095927	CHURCH & MADISO STS &, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000000110858	BALDWIN-MARKET ST TRFC LGT, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000114439	NEAR 250 E WATER ST 3-PH, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000120428	317-321 E CHURCH ST 3-PH, ELMIRA, NY 149012718	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000146498	BALDWIN & WATER STS TRFC SGNL, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000179374	MADISON & MARKE STS &, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000000201038	LAKE & MARKET STS, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000215236	E WASHINGTON AVE, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120
NYSEG	N01000000222620	312 LAKE ST 3-PH, ELMIRA, NY 149012805	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000242792	NEAR 250 E WATER ST, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000246991	840 LINDEN PL EXT, ELMIRA, NY 149011700	11/02/20	11/03/23	\$0.04120
NYSEG	N01000000271833	LAKE & WATER ST TRFC SGNL, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000275081	CLEMENS&E WATER STS TRFC LGT, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000000287748	MAGEE ST B316, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000000337766	NEAR 405 COLUMBIA ST, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000000532531	CORNING RD CLUBHSE, ELMIRA, NY 14903	11/16/20	11/17/23	\$0.04120

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NYSEG	N01000000541458	CLEMENS&E WASHG AVE, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000000573998	BRAND PK, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000000583047	ELDRIDGE PARK RESTROOM, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000000761833	JUDSN AND SULLV STS &, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000001192640	NEAR 653 GROVE ST, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000001388040	NEAR 118 W WATER ST, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000001413269	LAKE & WASHINGT STS &, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000001702075	JUDSON & SULLIV STS &, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000001809797	CORNING RD, ELMIRA, NY 14903	11/16/20	11/17/23	\$0.04120
NYSEG	N01000002152080	2ND & MAIN STS, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000002154482	101 W GRAY ST GAZEBO, ELMIRA, NY 149013005	11/04/20	11/05/23	\$0.04120
NYSEG	N01000002154524	DIVISION ST TRFC SGL, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000002235232	CORNING RD, ELMIRA, NY 14903	11/16/20	11/17/23	\$0.04120
NYSEG	N01000002619401	RTE 328 MARK TWAIN GOLF BARN, ELMIRA, NY 14903	11/16/20	11/17/23	\$0.04120
NYSEG	N01000002744498	CLEMENS&HUDSON STS TRFC CTRL, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000002879658	109 W 2ND ST FIRE DPT, ELMIRA, NY 149012729	11/04/20	11/05/23	\$0.04120
NYSEG	N01000003046604	ROBINWOOD AVE GAR, ELMIRA, NY 14903	11/16/20	11/17/23	\$0.04120
NYSEG	N01000003171022	NEAR 317 PENNSYLVANIA AVE TRFC CTRL, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000003280252	213 W MILLER ST, ELMIRA, NY 149041748	11/23/20	11/24/23	\$0.04120
NYSEG	N01000003345592	508 COLLEGE AVE, ELMIRA, NY 149012416	11/12/20	11/09/23	\$0.04120
NYSEG	N01000003425824	PENNA & HUDSON ST TRFC SGL, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000003733698	CLINTON & PARK PL TRFC SGL, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000003734480	PENNA & SOUTH AVE TRFC CTRL, ELMIRA, NY 14904	11/18/20	11/19/23	\$0.04120
NYSEG	N01000003816667	W MARKET ST 3-PH, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000003948932	ELDRIDGE PK, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000004074332	GRAND CENTRAL, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000004232880	G CENTRAL/LINK RD, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120

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NYSEG	N01000004493425	S MAIN & W HENRY, ELMIRA, NY 14901	11/17/20	11/18/23	\$0.04120
NYSEG	N01000004505889	WISNER PK WEST SIDE, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000004605325	MAIN & WATER STS, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000004639696	MAIN & PENNSLVIA STS TRFC CNTRL, ELMIRA, NY 14904	11/17/20	11/18/23	\$0.04120
NYSEG	N01000004802120	MILLER & ARTERI ALY, ELMIRA, NY 14904	11/16/20	11/17/23	\$0.04120
NYSEG	N01000004875738	MAPLE & SLY STS TRFC CTRL, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000004895124	CLEMENS&ECHURCH STS, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000004975280	5TH & MADISON AVE, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000005036348	W WATER ST FOUNT, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000005114707	BALDWIN & E CHURCH ST ST LIGHTS, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000005157102	CLEMENS&GRCENTL AVE, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000005325295	309 W CENTER ST, ELMIRA, NY 149011314	11/03/20	11/04/23	\$0.04120
NYSEG	N01000005333786	NEAR 409 E THURSTON ST, Mckinnon Park, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000005347414	WOODLAWN+CLEMEN PKWY TRFC SGL, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000005563861	LAKE/LINK RD, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000005893862	NEAR 373 COLDBROOK DR &, ELMIRA, NY 14904	11/16/20	11/17/23	\$0.04120
NYSEG	N01000006075238	NEAR 608 W HUDSON ST PARK DEPT, ELMIRA, NY 14904	11/17/20	11/18/23	\$0.04120
NYSEG	N01000006202956	WALNUT & WATER STS, ELMIRA, NY 14905	11/09/20	11/11/23	\$0.04120
NYSEG	N01000006348957	WISNER PK EAST SIDE, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000006358576	COLLEGE & GRAY STS TRFC SGL, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000006447478	NEAR 103 WOODLAWN AVE, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120
NYSEG	N01000006805022	CATHERINE & MAP, ELMIRA, NY 14901	11/13/20	11/16/23	\$0.04120
NYSEG	N01000006888770	WALNUT & WASHIN STS TRFC CTRL, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000006956742	E CHURCH & JUDSON ST, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000006983647	HUDSON & MAIN STS TRFC CNTRL, ELMIRA, NY 14904	11/17/20	11/18/23	\$0.04120
NYSEG	N01000007066830	COLLEGE & ROE AVE TRFC CNTRL, ELMIRA, NY 14901	11/05/20	11/08/23	\$0.04120
NYSEG	N01000007129109	COLLEGE/WOODLAW, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120

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NYSEG	N01000007155724	OGORMAN ST, ELMIRA, NY 14904	11/16/20	11/17/23	\$0.04120
NYSEG	N01000007369069	NEAR 908 E CHURCH ST /RT17, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000007409337	ELDRIDGE PK, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000007448525	DAVIS & ROE STS TRFC CNTRL, ELMIRA, NY 14901	11/05/20	11/08/23	\$0.04120
NYSEG	N01000007459118	CHURCH & WALNUT STS, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000007474703	CHURCH & COLLEG STS, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000007555550	HOFFMAN & WATER STS, ELMIRA, NY 14905	11/09/20	11/11/23	\$0.04120
NYSEG	N01000007686041	MAPLE & MILLER STS TRFC CTRL, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000007733413	NEAR 154 E 5TH ST, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000007755168	MAIN & MILLER ST &, ELMIRA, NY 14904	11/16/20	11/17/23	\$0.04120
NYSEG	N01000007836778	MAIN & MT ZOAR STS TRFC CNTRL, ELMIRA, NY 14904	11/17/20	11/18/23	\$0.04120
NYSEG	N01000007838238	1200 WALNUT ST CHAPEL, ELMIRA, NY 149051624	11/05/20	11/08/23	\$0.04120
NYSEG	N01000007998792	338 ROE AVE FIRE DPT, ELMIRA, NY 149011350	11/05/20	11/08/23	\$0.04120
NYSEG	N01000008153710	WOODLAWN AVE, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120
NYSEG	N01000008569923	COLLEGE & WATER STS, ELMIRA, NY 14901	11/09/20	11/11/23	\$0.04120
NYSEG	N01000008825531	MT ZOAR-S WALNU STS, ELMIRA, NY 14904	11/18/20	11/19/23	\$0.04120
NYSEG	N01000008828741	LAKE & 2ND ST, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000008895344	CHURCH-HOFFMAN STS, ELMIRA, NY 14905	11/09/20	11/11/23	\$0.04120
NYSEG	N01000008937971	1200 WALNUT ST LODGE, ELMIRA, NY 149051624	11/05/20	11/08/23	\$0.04120
NYSEG	N01000009044488	MADISON & WATER STS TRFC LGT, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000009998980	2275 CORNING RD, ELMIRA, NY 149031031	11/16/20	11/17/23	\$0.04120
NYSEG	N01000011369881	NEAR 202 LAKE AVE, ELMIRA, NY 14904	11/13/20	11/16/23	\$0.04120
NYSEG	N01000011966439	DUNN FIELD, ELMIRA, NY 14904	11/23/20	11/24/23	\$0.04120
NYSEG	N01000013172457	W LAFRANCE ST, ELMIRA, NY 14904	11/27/20	11/30/23	\$0.04120
NYSEG	N01000013765045	JERUSALEM HILL RD & 17, ELMIRA, NY 14905	11/20/20	11/23/23	\$0.04120
NYSEG	N01000013778774	SOUTH & CLEMENS CTR PKWY, ELMIRA, NY 14904	11/17/20	11/18/23	\$0.04120
NYSEG	N01000015057789	ELDRIDGE PK &, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120

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NYSEG	N01000015530595	DUNN FIELD, ELMIRA, NY 14904	11/23/20	11/24/23	\$0.04120
NYSEG	N01000017440140	DUNN FIELD, ELMIRA, NY 14904	11/23/20	11/24/23	\$0.04120
NYSEG	N01000018527986	MILLER&ARTERIAL, ELMIRA, NY 14904	11/16/20	11/17/23	\$0.04120
NYSEG	N01000019175322	ELDRIDGE PK TEM, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120
NYSEG	N01000020801270	PARK PL & WASH AVE, ELMIRA, NY 14904	11/05/20	11/08/23	\$0.04120
NYSEG	N01000020801288	5TH & PARK STS TRFC CNTRL, ELMIRA, NY 14901	11/05/20	11/08/23	\$0.04120
NYSEG	N01000059430975	NOBLE STREET, ELMIRA, NY 14901	11/02/20	11/03/23	\$0.04120
NYSEG	N01000059468728	HARRIET STREET, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000059618926	DICKINSON ST POOL, ELMIRA, NY 14901	11/20/20	11/23/23	\$0.04120
NYSEG	N01000060067006	317 E CHURCH ST, ELMIRA, NY 149012718	10/28/20	10/29/23	\$0.04120
NYSEG	N01000060109113	DAVIS & WASHINGTON, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060147089	BANCROFT & DAVI STS, ELMIRA, NY 14901	11/03/20	11/04/23	\$0.04120
NYSEG	N01000060147352	STL SC04, Elmira, NY 14901	11/01/20	10/31/23	\$0.04120
NYSEG	N01000060152824	N MAIN ST & W6TH ST (SOUTH), ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060155751	FIRST ST UNDERPASS VIADUCT, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000060156312	N MAIN ST & W6TH ST NORTH, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060158383	CLEMENS CENTER UNDPs, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000060177540	ROE & WALNUT STS TRFC CNTRL, ELMIRA, NY 14901	11/05/20	11/08/23	\$0.04120
NYSEG	N01000060233616	NEAR 813 E WATER ST, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000060319555	1200 WALNUT ST STEPHENS M, ELMIRA, NY 149051624	11/05/20	11/08/23	\$0.04120
NYSEG	N01000060321569	NEAR 804 MADISON AVE LIGHTS, ELMIRA, NY 14901	11/04/20	11/05/23	\$0.04120
NYSEG	N01000060334190	GROVE ST PAVILLION, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060470994	DAVIS & 2ND STS TRFC CTRL, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060471000	HUDSON-S WALNUT STS TRFC CNTRL, ELMIRA, NY 14904	11/17/20	11/18/23	\$0.04120
NYSEG	N01000060471323	BROADWAY-FRANKL STS TRFC CTRL, ELMIRA, NY 14904	11/18/20	11/19/23	\$0.04120
NYSEG	N01000060472032	CLINTON-HOFFMAN STS TRFC CTRL, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060472040	NEAR 661 ROE AVE, ELMIRA, NY 14901	11/05/20	11/08/23	\$0.04120

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ( )

Sales Rep: Jeffrey S Hills

G355626.245996.0 Printed: 9/15/2020

NYSEG	N01000060472057	2ND & WALNUT STS TRFC CTRL, ELMIRA, NY 14901	11/06/20	11/09/23	\$0.04120
NYSEG	N01000060476728	E. CHURCH ST, ELMIRA, NY 14901	10/28/20	10/29/23	\$0.04120
NYSEG	N01000060498276	1325 PRATT STREET, ELMIRA, NY 149011607	11/04/20	11/05/23	\$0.04120
NYSEG	N01000060508439	812 MOORE STREET, ELMIRA, NY 14901	11/13/20	11/16/23	\$0.04120

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

**Payments to Certain Third-Parties:** You acknowledge and understand that Constellation is paying a marketing fee to Municipal Electric and Gas Alliance, Inc. in connection with its efforts to facilitate our entering into this Agreement. Municipal Electric and Gas Alliance, Inc. is not a representative or agent of Constellation.

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Sales Rep: Jeffrey S Hills G355626.245996.0 Printed: 9/15/2020

## Elmira City Council

<b>Title:</b>	Award of Propety Maintenance Bid
<b>ResolutionNumber:</b>	2020-275
<b>Sponsor:</b>	Council as a Whole
<b>AgendaSummary:</b>	Receive communication from the City Manager and act on resolution accepting the bid and awarding the contract for property maintenance services (abatements) to RS Parker Landscaping meeting all bid specifications and authorizing the Mayor to execute a contract with RS Parker Landscaping; said contract subject to Corporation Counsel approval.

### **ATTACHMENTS:**

- 📎 [communication and resolution](#)
- 📎 [bid tab summary](#)

September 28, 2020

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

On September 3, 2020, bids were opened from bidders to perform property maintenance work (abatement) on behalf of the City. Two bids were received as shown on the attached bid summary. In a post-bid opening telephone conference with a Cedar Park representative, the Company informed the City that in submitting the bid, the Company did not have a full understanding of the scope of the work to be performed and that, as a result, there could be additional costs billed to the City, which are not included in the prices set forth in Cedar Park's bid. Consequently, it is the recommendation of the Code Enforcement and Law Departments that the bid be awarded to RS Parker Landscaping, which meets all of the bid specifications.

The following resolution awards the contract to RS Parker Landscaping and authorizes the Mayor to sign an agreement between RS Parker and the City.

Respectfully yours,

P. Michael Collins  
City Manager

September 28, 2020

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

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

**RESOLVED**, that the communication from the City Manager regarding the award of a contract for property maintenance services (abatements) on behalf of the City, be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York does hereby accepts and awards the contract for property maintenance services to RS Parker Landscaping meeting all of the bid specifications, and be it further

Resolved, that the Mayor be and is hereby authorized to execute a contract with RS Parker Landscaping; said contract to be subject to the approval of Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

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

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT****RFB-234****Property Maintenance for City of Elmira****Bid Opening: September 3, 2020**

<b>Bidders</b>	<b>Cedar Park Group</b>	<b>**RS Parker Landscaping</b>
<b>Surety</b>	<b>Ck \$500</b>	<b>Ck \$500</b>
<b>Addendum 1</b>	<b>Acknowledged</b>	<b>Not acknowledged</b>
<b>Description</b>	<b>Bid Price</b>	<b>Bid Price</b>
<b>Hourly Rate for Cutting High Grass, weeds and Other Vetegation</b>	<b>\$28.86</b>	<b>\$42.00</b>
<b>Hourly Rate for removal of Garbage, Trash, and Refuse</b>	<b>\$37.80</b>	<b>\$42.00</b>
<b>Hourly Rate for Removal of Snow and Ice</b>	<b>\$35.83</b>	<b>\$42.00</b>
<b>Hourly Rate for Use of Additional Equipment</b>	<b>35.41 *</b>	<b>\$85.00</b>

assumes prevailing wage schedule for industrial truck driver/tractor operator

\*\* did not complete EEO form

## Elmira City Council

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**Title:** Ordinance amending Chapter 25, Article V, Section 25-87(a) & (b)

**ResolutionNumber:** 2020-276

**Sponsor:** Joseph Duffy

**AgendaSummary:** Act on Ordinance amending Chapter 25, Article V, Section 25-87(a) and (b) of the City of Elmira Code of Ordinances.

**ATTACHMENTS:**

📎 [proposed ordinance](#)



**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<b>NO</b>	<b>YES</b>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<b>NO</b>	<b>YES</b>
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations?  b. Consistent with the adopted comprehensive plan?	<b>NO</b>	<b>YES</b>	<b>N/A</b>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<b>NO</b>	<b>YES</b>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	<b>NO</b>	<b>YES</b>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?  b. Are public transportation service(s) available at or near the site of the proposed action?  c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<b>NO</b>	<b>YES</b>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<b>NO</b>	<b>YES</b>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ _____	<b>NO</b>	<b>YES</b>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ _____	<b>NO</b>	<b>YES</b>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?  b. Is the proposed action located in an archeological sensitive area?	<b>NO</b>	<b>YES</b>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<b>NO</b>	<b>YES</b>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<b>NO</b>	<b>YES</b>	
16. Is the project site located in the 100 year flood plain?	<b>NO</b>	<b>YES</b>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____	<b>NO</b>	<b>YES</b>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	<b>NO</b>	<b>YES</b>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	<b>NO</b>	<b>YES</b>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	<b>NO</b>	<b>YES</b>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: _____ Date: _____ Signature: _____		

**Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2.** Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

**Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3.** For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

## Elmira City Council

---

**Title:** LEAD Audit 09-28-2020

**ResolutionNumber:** 2020-277

**Sponsor:** Tory Kitching

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

**ATTACHMENTS:**

📎 [LEAD Audit 09-28-2020](#)

September 28, 2020

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

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$52,170.00** they are hereby audited for payment for the LEAD Hazard Reduction Grant, September 28, 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
Other Direct-LEAD Hazard Control	See attached for client's name and address	New LEAD grant- see attached for client's name and address	\$40,500.00
Other Direct-Health Homes	See attached for client's name and address	New Healthy Homes grant	\$9,000.00
Other Direct-Mortgage fees	Chemung County Clerk	LEAD mortgage filing fee (see attached for client's name and address)	\$70.00
Payroll Expenses	Payroll	September 17, 2020 payroll to be reimbursed to CDBG- not to exceed:	\$2,600.00
<b>TOTAL</b>			<b>\$52,170.00</b>

## Elmira City Council

---

**Title:** CDBG Audit 09/28/20

**ResolutionNumber:** 2020-278

**Sponsor:** Brent Stermer

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

**ATTACHMENTS:**

 [CDBG audit 09/28/20](#)

September 28, 2020

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

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$71,728.04**, they are hereby audited for payment for the Community Development Block Grant, September 28, 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
HOME Admin-43 <sup>rd</sup> yr	Chemung County Clerk	FTHB mortgage discharge fee (See attached for client's name and address)	\$50.50
FTHB- Def Grant 44 <sup>th</sup> yr	Atty John Maloney & client (see attached for client's name and address)	New FTHB grant	\$8,000.00
FTHB- Pre-counseling 44 <sup>th</sup> yr	Catholic Charities	New FTHB pre-counseling- see attached for client's name and address	\$2,000.00
FTHB- Pre-Counseling pd. With PI	Snyder Inspection Services	Home inspection & Report for FTHB potential client (See attached for client's name and address)	\$500.00
HOME Admin-43 <sup>rd</sup> yr	Chemung County Clerk	HOME mortgage discharge fee- see attached for client's name and address	\$50.50
Rehab- Owner Occupied	Ben Miller Contracting and client	New CDBG grant- see attached for client's name and address	\$16,850.00
Rehab- Filing Fees	Chemung County Clerk	CDBG mortgage filing fee (see attached for client's name and address)	\$70.00
Rehab- filing fee	Chemung County Clerk	CDBG mortgage discharge fee (See attached for client's name and address)	\$50.50



Rehab- Misc Exp	Chemung County Clerk	CDBG mortgage recording Affidavit fee for correction to CDBG mortgage (See attached for client's name and address)	\$50.50
Rehab- Misc Exp	Chemung County Clerk	HOME mortgage recording Affidavit fee for correction to HOME mortgage (See attached for client's name and address)	\$50.50
Admin- Misc Exp	City Chamberlain	Used city's CC to purchase Survey Monkey results for survey completed in Community Development	\$106.92
Rehab- Lead testing	Chemung County Health Department	Lead clearance completed for CDBG grant client- see attached for client's name and address	\$250.00
Admin- Postage	City Chamberlain	August 2020 postage fees	\$56.95
Admin- telephone	City Chamberlain	August 2020 phone charges	\$16.21
Rehab- Office Supplies	H.L. Treu Office Supplies	August office supplies	\$174.35
Rehab- Credit Reports	AmRent	Invoice # 1620908 August 2020 Credit reporting access fees/ also repaying invoice 1511777 due to it getting lost in the mail	\$143.85
Salvation Army Apts (Capital)	Salvation Army	Reimbursement of Capital project expenses	\$25,000.00
Rehab- Inspection Services	City Chamberlain	Sept 2020 monthly inspection services	\$2,000.00
Park Improvements- 45 <sup>th</sup> yr	Linn S. Chapel Lumber Co.	Invoice # 2009-491016- Ernie Davis Park concrete mix for benches	\$47.92
Park Improvements- 45 <sup>th</sup> yr	I.D. Booth	Invoice # ELMCIT- Ernie Davis Park expenses	\$101.71
Rehab- Fringe Benefits Admin- Fringe benefits	City Chamberlain	October 2020 Employee Health Insurance	\$4,157.63
Rehab- Payroll Admin-Payroll	Payroll	September 17, 2020 payroll not to exceed	\$12,000.00
<b>TOTAL</b>			<b>\$71,728.04</b>

## Elmira City Council

**Title:** Audit 9/28/2020

**ResolutionNumber:** 2020-279

**Sponsor:** Nicholas Grasso

**AgendaSummary:** Act on Audit.

### **ATTACHMENTS:**

- 📎 [Audit 9/28/2020 Cover Sheet](#)
- 📎 [Audit 9/28/2020](#)
- 📎 [Audit 9/28/2020](#)

DATE: September 28, 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:	\$154,170.50
CAPITAL FUNDS:	\$551,230.29
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$705,400.79
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**OTHER PAYMENTS:**

PAYROLLS W/E SEP 27, 2020	\$600,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$1,414.90
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$601,414.90
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GRAND TOTAL PAYMENTS:	\$1,306,815.69
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RESOLUTION NO. 2020-

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

RESOLVED, that the bills and the payrolls in the amount of \$1,306,815.69  
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	_____

=====

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 09/28/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/28/2020	195787	Accounts Payable	ADP	1,317.71
	Invoice		Date	Description	Amount
		564148097	09/11/2020	CLIENT 262059	1,317.71
Check	09/28/2020	195788	Accounts Payable	AIRGAS EAST	34.19
	Invoice		Date	Description	Amount
		9973178327	09/15/2020	AIRGAS Medical Oxygen BPO	34.19
Check	09/28/2020	195789	Accounts Payable	ALL STAR PRO GOLF	212.67
	Invoice		Date	Description	Amount
		17479	05/27/2020	EMERGENCY PENCIL ORDER FOR GOLF COURSE	212.67
Check	09/28/2020	195790	Accounts Payable	AMAZON CAPITAL SERVICES INC	27.48
	Invoice		Date	Description	Amount
		1MTW-YV1X-FPW4	08/25/2020	AMAZON Battery	27.48
Check	09/28/2020	195791	Accounts Payable	AMES LINEN SERVICE	90.00
	Invoice		Date	Description	Amount
		89811+	08/26/2020	TABLE CLOTHS/BAR RAGS/TOWELS	90.00
Check	09/28/2020	195792	Accounts Payable	AMS PHYSICIAN BILLING	77.00
	Invoice		Date	Description	Amount
		9/2/20	09/02/2020	ACCT#20058398	77.00
Check	09/28/2020	195793	Accounts Payable	AT&T	229.93
	Invoice		Date	Description	Amount
		1173023496	09/01/2020	ACCT#1173023496	229.93
Check	09/28/2020	195794	Accounts Payable	Auto Zone	2,892.18
	Invoice		Date	Description	Amount
		6718015575+	08/17/2020	PARTS/BLANKET PO - PGB-2220	1,674.30
		2950981263+	08/28/2020	PARTS/BLANKET PO - PGB-2220	1,217.88
Check	09/28/2020	195795	Accounts Payable	BANFIELD BAKER CORPORATION	61.10
	Invoice		Date	Description	Amount
		1856	09/28/2020	BLANKET FOR SEED AIDE AND STRAW	61.10
Check	09/28/2020	195796	Accounts Payable	BEAM MACK	209.84
	Invoice		Date	Description	Amount
		338373	09/10/2020	TRUCK PARTS/ BLANKET PO	209.84
Check	09/28/2020	195797	Accounts Payable	BETH PRENTICE	100.00
	Invoice		Date	Description	Amount
		8-18-20	08/18/2020	SOUTHPORT HORSES	100.00
Check	09/28/2020	195798	Accounts Payable	BRICO TECHNOLOGIES	1,306.00
	Invoice		Date	Description	Amount
		21241	08/20/2020	BATTERIES	291.00
		334164,334152,	09/15/2020	334161	1,015.00
Check	09/28/2020	195799	Accounts Payable	CHAMPION FASTENERS	474.40
	Invoice		Date	Description	Amount
		59825	09/02/2020	BLANKET FOR PARTS AND HARDWARE	36.30

9/18/2020

myReports

	60147	09/15/2020	BLANKET FOR PARTS AND HARDWARE	80.20
	59814,60002	09/01/2020	PARTS/HARDWARE - BLANKET PO RFB# 2143	279.00
	6028	09/17/2020	BLANKET FOR TOOLS, GLOVES, NUTS, BOLTS	78.90
Check	09/28/2020	195800 Accounts Payable	CHEMUNG COUNTY TRANSFER	436.25
	Invoice	Date	Description	Amount
	130255	09/01/2020	CUST#TI-000381	436.25
Check	09/28/2020	195801 Accounts Payable	CHEMUNG COUNTY TREASURER	4,000.00
	Invoice	Date	Description	Amount
	2020-00000009	09/04/2020	2020 GIS Commitments	4,000.00
Check	09/28/2020	195802 Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	9,000.59
	Invoice	Date	Description	Amount
	18239048401	09/15/2020	CUST#2530739-41493	9,000.59
Check	09/28/2020	195803 Accounts Payable	CORNELL UNIVERSITY HOSPITAL FOR ANIMALS	121.90
	Invoice	Date	Description	Amount
	1673407&08	08/28/2020	CLIENT ID293339	121.90
Check	09/28/2020	195804 Accounts Payable	CULLIGAN	448.98
	Invoice	Date	Description	Amount
	272X26409807+	09/15/2020	ACCT#272-00120501-7	211.51
	DETECTIVE BUR	09/15/2020	ACCT 272-00120527-2	92.47
	ELMIRA POLICE	09/15/2020	ACCT 272-00120519-9	145.00
Check	09/28/2020	195805 Accounts Payable	CULLIGAN	31.60
	Invoice	Date	Description	Amount
	272-00110023-4	08/31/2020	COOLER RENTAL AND WATER	31.60
Check	09/28/2020	195806 Accounts Payable	CURA	123.82
	Invoice	Date	Description	Amount
	14401561,1440158	08/03/2020	AUG & SPET MEALS	123.82
Check	09/28/2020	195807 Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	48679	09/03/2020	PEST CONTROL AT 312 LAKE STREET	50.00
Check	09/28/2020	195808 Accounts Payable	DAN SWEARINGEN	235.00
	Invoice	Date	Description	Amount
	8/27 & 9/1/20	09/03/2020	SOUTHPORT HORSES	235.00
Check	09/28/2020	195809 Accounts Payable	DAVE'S TOWING	635.00
	Invoice	Date	Description	Amount
	7/31 STMT	07/31/2020	TOWING	635.00
Check	09/28/2020	195810 Accounts Payable	DAVIS ULMER	8,448.00
	Invoice	Date	Description	Amount
	1052-F054637	09/14/2020	MISC PARTS	8,448.00
Check	09/28/2020	195811 Accounts Payable	DENIERIO'S AUTO DETAILING	130.00
	Invoice	Date	Description	Amount
	TWO VEHICLES	08/15/2020	DETAILING	130.00
Check	09/28/2020	195812 Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	202.13
	Invoice	Date	Description	Amount
	HS02043913	09/07/2020	ACCT3692586-3081	202.13
Check	09/28/2020	195813 Accounts Payable	EASTERN SECURITY SERVICES	122.85
	Invoice	Date	Description	Amount
	r257578	09/01/2020	MONITORING CHARGES AT MTGC QUARTERLY BILLING	122.85
Check	09/28/2020	195814 Accounts Payable	ELM CHEVROLET CO. INC.	79.65
	Invoice	Date	Description	Amount
	77672,77675	09/09/2020	CHEVY PARTS/EPD CARS BLANKET PO	79.65

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Check	09/28/2020	195815	Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	645.98
	Invoice		Date	Description	Amount
		10418200471	09/02/2020	SODA, BOTTLE & FOUNTAIN FOR SNACK SHOP	645.98
Check	09/28/2020	195816	Accounts Payable	ENTERPRISE FM TRUST	1,746.76
	Invoice		Date	Description	Amount
		FBN4038849	09/03/2020	CUST#479407 - MONTHLY LEASES	1,746.76
Check	09/28/2020	195817	Accounts Payable	FERRARIO FORD LINCOLN MERCURY	271.03
	Invoice		Date	Description	Amount
		52799,78543	09/08/2020	MISC. MANUF PARTS - BLANKET PO	271.03
Check	09/28/2020	195818	Accounts Payable	FIRE ALARM SERVICE TECH.	300.00
	Invoice		Date	Description	Amount
		37927	09/01/2020	ANNUAL FIRE ALARM MONITORING	300.00
Check	09/28/2020	195819	Accounts Payable	FIRSTLIGHT FIBER	233.03
	Invoice		Date	Description	Amount
		7761957	09/01/2020	ACCT#38403	233.03
Check	09/28/2020	195820	Accounts Payable	FREY THE WHEELMAN	50.99
	Invoice		Date	Description	Amount
		4123760,4123829	09/04/2020	GENL PARTS/HARDWARE-BLANKET PO	50.99
Check	09/28/2020	195821	Accounts Payable	GHI-DENTAL CLAIMS	26,688.00
	Invoice		Date	Description	Amount
		JUNE	07/01/2020	DENTAL CLAIMS	14,363.60
		AUGUST 2020	09/11/2020	DENTAL ADM FEE/CLAIMS	12,324.40
Check	09/28/2020	195822	Accounts Payable	GRASS LANDS EQUIPMENT CO.	615.69
	Invoice		Date	Description	Amount
		1267746	09/01/2020	BLANKET FOR TORO EQUIPMENT PARTS	301.77
		1267747	09/01/2020	BLANKET PO - MTGC TORO PARTS	313.92
Check	09/28/2020	195823	Accounts Payable	HAMILTON MEATS, INC.	212.55
	Invoice		Date	Description	Amount
		43955	09/01/2020	BURGERS, SAUSAGE, CHICKEN, BFAST SAUSAGE	147.95
		43908	09/04/2020	BURGERS, SAUSAGE, CHICKEN, BFAST SAUSAGE	64.60
Check	09/28/2020	195824	Accounts Payable	HIGHWAY TECH SIGNAL EQUIPMENT SALES INC	1,100.00
	Invoice		Date	Description	Amount
		22686	09/01/2020	AUXILIARY TRAFFIC CABINETS	1,100.00
Check	09/28/2020	195825	Accounts Payable	HOME VETERINARY CARE	616.09
	Invoice		Date	Description	Amount
		9/1/20	09/01/2020	CLIENT#12152	376.09
		146293+	09/15/2020	CLIENT#12152	240.00
Check	09/28/2020	195826	Accounts Payable	HORIZON SOLUTIONS CORP.	436.87
	Invoice		Date	Description	Amount
		5232154-00+	09/09/2020	STREETLIGHT BULBS AND SENSORS	436.87
Check	09/28/2020	195827	Accounts Payable	I. D. BOOTH, INC.	1,020.83
	Invoice		Date	Description	Amount
		350464+	08/14/2020	BLANKET FOR PLUMBING SUPPLIES AND HARDWARE	337.54
		355493+	08/26/2020	BLANKET FOR IRRIGATION & DRAINAGE SUPPLIES	300.57
		361405+	09/09/2020	ELECTRICAL SUPPLIES	382.72
Check	09/28/2020	195828	Accounts Payable	INSERO & CO CPAs LLP	6,000.00
	Invoice		Date	Description	Amount
		106156	07/23/2020	CLIENT ID#4115	6,000.00
Check	09/28/2020	195829	Accounts Payable	IPS GROUP, INC	2,941.74
	Invoice		Date	Description	Amount
		53085	08/31/2020	PARKING METER CHARGES	2,941.74

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Check	09/28/2020	195830	Accounts Payable	JAMES J TURCSIK, JR.	3,424.15
	Invoice		Date	Description	Amount
	6/18/2020		06/18/2020	SECTION PLAYERS FEES REIMBURSEMENT	1,195.00
	W/E 10/4/20		09/17/2020	PAYROLL	2,229.15
Check	09/28/2020	195831	Accounts Payable	JOHN G. RYAN	37.85
	Invoice		Date	Description	Amount
	557874-5+		09/28/2020	BEER,KEGS, BEVERAGES, SUPPLIES FOR SNACK SHOP	37.85
Check	09/28/2020	195832	Accounts Payable	JOHN'S EQUIPMENT RENTAL	683.93
	Invoice		Date	Description	Amount
	43715		07/28/2020	JOHN'S EQUIP RENTAL Rescue Chains	490.00
	44787		09/14/2020	BLANKET FOR CHAINSAW PARTS, OIL, SUPPLIES	193.93
Check	09/28/2020	195833	Accounts Payable	KECK'S FOOD SERVICE	332.99
	Invoice		Date	Description	Amount
	883519		09/01/2020	BURGERS, FROZEN FOOD, HOT DOGS, FOR SNACK SHOP	332.99
Check	09/28/2020	195834	Accounts Payable	LAFRANCE EQUIPMENT CORP.	649.54
	Invoice		Date	Description	Amount
	59705-IN		08/19/2020	LAFRANCE Hoses	649.54
Check	09/28/2020	195835	Accounts Payable	LAW ENFORCEMENT PSYCHOLOGICAL ASSOCIATES	848.00
	Invoice		Date	Description	Amount
	5480,5479		08/20/2020	Psychological Exams	848.00
Check	09/28/2020	195836	Accounts Payable	LOWE'S COMPANIES, INC.	37.49
	Invoice		Date	Description	Amount
	12002		09/16/2020	BLANKET FOR PAINT, IRRIGATION PARTS, TOOLS, ETC	37.49
Check	09/28/2020	195837	Accounts Payable	MAGLOCLEN	400.00
	Invoice		Date	Description	Amount
	4476		08/12/2020	USER FEES JJ20-21	400.00
Check	09/28/2020	195838	Accounts Payable	MEDICAL WAREHOUSE	308.46
	Invoice		Date	Description	Amount
	203546		09/03/2020	MEDICAL WAREHOUSE EMS Supplies	308.46
Check	09/28/2020	195839	Accounts Payable	MIDLAND APPRAISAL ASSOCIATES, INC.	4,600.00
	Invoice		Date	Description	Amount
	r19022		09/03/2020	APPRAISAL REPORTS	4,600.00
Check	09/28/2020	195840	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	516.02
	Invoice		Date	Description	Amount
	1492689		08/28/2020	MES Calibration Gas	516.02
Check	09/28/2020	195841	Accounts Payable	NATIONAL LAW ENFORCEMENT SUPPLY	1,095.26
	Invoice		Date	Description	Amount
	317841,321542,		09/04/2020	321167,314383	1,095.26
Check	09/28/2020	195842	Accounts Payable	NEW YORK POLICE SUPPLY	286.25
	Invoice		Date	Description	Amount
	29189		09/15/2020	OC	286.25
Check	09/28/2020	195843	Accounts Payable	NITV FEDERAL SERVICES LLC	70.00
	Invoice		Date	Description	Amount
	9432		08/03/2020	CVSA accessories	70.00
Check	09/28/2020	195844	Accounts Payable	NOCO	7,021.95
	Invoice		Date	Description	Amount
	11894984+		09/02/2020	FUEL - BLANKET PO RFB# 2201 MTGC	953.37
	11893069+		08/31/2020	FUEL - BLANKET PO RFB# 2201	6,068.58
Check	09/28/2020	195845	Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	380.00



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	Invoice	Date	Description	Amount
	V0033280	08/24/2020	NYS FIRE ACADEMY Training Classes BPO	380.00
Check	09/28/2020	195846 Accounts Payable	NYS DEPARTMENT OF TRANSPORTATION	200.00
	Invoice	Date	Description	Amount
	2060017317	09/01/2020	YEARLY FEE FOR HIGHWAY SIGN FOR DUNN FIELD	200.00
Check	09/28/2020	195847 Accounts Payable	NYSEG	74.17
	Invoice	Date	Description	Amount
	9/10/20	09/10/2020	ACCT#1005-0397-206	74.17
Check	09/28/2020	195848 Accounts Payable	NYSID	3,307.14
	Invoice	Date	Description	Amount
	8800447	09/16/2020	ANNUAL CLEANING CONTRACT BILLED MONTHLY	3,307.14
Check	09/28/2020	195849 Accounts Payable	OFFICE EQUIPMENT SOURCE	12.37
	Invoice	Date	Description	Amount
	IN34532	09/09/2020	ACCT#CITELM2	12.37
Check	09/28/2020	195850 Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA	940.00
	Invoice	Date	Description	Amount
	EL820-0051	08/07/2020	BROKEN DOOR AT FIRE STATION 3-EMER REPAIR	940.00
Check	09/28/2020	195851 Accounts Payable	PARK GROVE REALTY	12,639.00
	Invoice	Date	Description	Amount
	9/9/2020	09/09/2020	100 W WATER ST RENT JULY, AUG, SEPT	12,639.00
Check	09/28/2020	195852 Accounts Payable	PARMENTER MOTORS, INC.	2,963.85
	Invoice	Date	Description	Amount
	119814	09/03/2020	HEAVY DUTY TIRES/BLANKET PO / RFB# 2055	2,963.85
Check	09/28/2020	195853 Accounts Payable	PARMENTER MOTORS, INC.	800.00
	Invoice	Date	Description	Amount
	2205,2231,2354,	08/21/2020	2355,2413,2515,2574,2634,2677,2697	800.00
Check	09/28/2020	195854 Accounts Payable	Passport Labs, Inc	811.26
	Invoice	Date	Description	Amount
	INV-1015086	08/31/2020	TICKET COLLECTIONS	811.26
Check	09/28/2020	195855 Accounts Payable	PATROL PC	492.00
	Invoice	Date	Description	Amount
	8269970	09/04/2020	Repair for Patrol PC for EPD	492.00
Check	09/28/2020	195856 Accounts Payable	PEOPLEREADY INC	4,498.22
	Invoice	Date	Description	Amount
	26029603,2604238	09/08/2020	SANITATION TEMPS	4,498.22
Check	09/28/2020	195857 Accounts Payable	PETNY	2,822.00
	Invoice	Date	Description	Amount
	10/15/20	09/10/2020	WORKERS COMP LIABILITY	2,822.00
Check	09/28/2020	195858 Accounts Payable	PITNEY BOWES	70.86
	Invoice	Date	Description	Amount
	1016372799	09/10/2020	ACCT#0013158353	70.86
Check	09/28/2020	195859 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	1,326.35
	Invoice	Date	Description	Amount
	T109517+	08/24/2020	HEAVY DUTY TRUCK PARTS/ RFB# 2077R	1,326.35
Check	09/28/2020	195860 Accounts Payable	PRAXAIR DISTRIBUTION, INC.	238.62
	Invoice	Date	Description	Amount
	98775474	09/02/2020	BLANKET FOR WELDING SUPPLIES	9.98
	98915530+	09/15/2020	BLANKET FOR WELDING SUPPLIES	143.50
	98486692	08/22/2020	WELDING SUPPLIES - BLANKET PO	85.14
Check	09/28/2020	195861 Accounts Payable	PROFESSIONAL TURF SERVICES, INC.	892.12

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	Invoice	Date	Description	Amount
	23049	08/19/2020	WHITE GOLD	892.12
Check	09/28/2020 195862 Accounts Payable		R & R PRODUCTS, INC.	501.90
	Invoice	Date	Description	Amount
	CD2484926	09/01/2020	BLANKET FOR AERIFICATION TINES, BEDKNIVES, BEDKNIFE SCREWS	501.90
Check	09/28/2020 195863 Accounts Payable		RANGER OUTFITTERS	695.72
	Invoice	Date	Description	Amount
	23024,23039	08/07/2020	UNIFORMS	695.72
Check	09/28/2020 195864 Accounts Payable		RINWALSKE GARAGE	2,400.00
	Invoice	Date	Description	Amount
	42917	08/19/2020	TOWING - EPD BLANKET PO	300.00
	STMT 1833,1870	08/01/2020	AUG & SEPT STMT	2,100.00
Check	09/28/2020 195865 Accounts Payable		S V MOFFETT CO INC	231.12
	Invoice	Date	Description	Amount
	01-280957+	08/26/2020	JACOBSEN REPAIRS/BLANKET PO	231.12
Check	09/28/2020 195866 Accounts Payable		SAM'S CLUB DIRECT	787.20
	Invoice	Date	Description	Amount
	8/26/20+	08/26/2020	RESTAURANT SUPPLIES, SNACKS, FOOD	402.46
	9/9/20+	09/09/2020	RESTAURANT SUPPLIES, SNACKS, FOOD	384.74
Check	09/28/2020 195867 Accounts Payable		SENECA BEVERAGE CORP.	1,228.82
	Invoice	Date	Description	Amount
	810804	09/02/2020	BEER, LIQUOR, SNACK SHOP SUPPLIES	671.62
	812770	09/28/2020	BEER, LIQUOR, SNACK SHOP SUPPLIES	557.20
Check	09/28/2020 195868 Accounts Payable		SIMMONS ROCKWELL	134.68
	Invoice	Date	Description	Amount
	351725	09/01/2020	MANUF. PARTS AS NEEDED-BLANKET PO	134.68
Check	09/28/2020 195869 Accounts Payable		SOUTHERN TIER SENTRY HARDWARE	1,409.89
	Invoice	Date	Description	Amount
	71545+	09/15/2020	BLANKET FOR MISC PARTS AND SUPPLIES	8.64
	71836	09/15/2020	BLANKET FOR ELECTRICAL SUPPLIES FOR STREETLIGHTS	9.98
	71152+	08/25/2020	SOUTHPORT HORSES	1,363.31
	71436	08/19/2020	SO TIER SENTRY Various Hardware BPO	27.96
Check	09/28/2020 195870 Accounts Payable		SOUTHERN WINE AND SPIRITS	444.04
	Invoice	Date	Description	Amount
	1263641	09/28/2020	WINE AND SUPPLIES FOR SNACK SHOP	444.04
Check	09/28/2020 195871 Accounts Payable		SOUTHPORT VETERINARY SERVICES	307.00
	Invoice	Date	Description	Amount
	29002	07/13/2020	SOUTHPORT HORSES	307.00
Check	09/28/2020 195872 Accounts Payable		SWIFT OFFICE EQUIPMENT	155.94
	Invoice	Date	Description	Amount
	075559	09/09/2020	Richoh print charges March - Sept 2020	155.94
Check	09/28/2020 195873 Accounts Payable		TIME WARNER CABLE	620.62
	Invoice	Date	Description	Amount
	812858601090220	09/02/2020	YEARLY CABLE SERVICE 202-82085601-01	325.42
	831914202090220	09/02/2020	ACCT#202-831914202-001	295.20
Check	09/28/2020 195874 Accounts Payable		TOTAL RECALL MESSAGE CENTER INC.	182.86
	Invoice	Date	Description	Amount
	71538	09/11/2020	MESSAGE SERVICE FOR DPW BUILDING	182.86
Check	09/28/2020 195875 Accounts Payable		TRAFFIC SYSTEMS, INC.	2,608.00
	Invoice	Date	Description	Amount
	14815	09/01/2020	BULLDOG PEDESTRIAN BUTONS	2,608.00

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Check	09/28/2020	195876	Accounts Payable	UniFirst Corporation	279.10
	Invoice		Date	Description	Amount
	051-3190045+		09/10/2020	FLOOR MATS AT DPW AND CITY HALL	145.00
	513187864+		09/03/2020	LAUNDRY SERVICE - BLANKET PO	134.10
Check	09/28/2020	195877	Accounts Payable	VASCO BRANDS, INC.	112.90
	Invoice		Date	Description	Amount
	121364B		08/11/2020	VASCO Cleaning Supplies BPO	112.90
Check	09/28/2020	195878	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	4,017.39
	Invoice		Date	Description	Amount
	8-27-20		08/27/2020	ACCT#651-754-337-0001-23	79.42
	8/27/20		08/27/2020	ACCT#251-754-321-0001-58	16.19
	8-27-20#2		09/03/2020	ACCT#251-754-338-0001-91	3,921.78
Check	09/28/2020	195879	Accounts Payable	W. W. GRAINGER	19.60
	Invoice		Date	Description	Amount
	9642066923		09/15/2020	GRAINGER Eyewash Solutions	19.60
Check	09/28/2020	195880	Accounts Payable	W.B. MASON	1,152.32
	Invoice		Date	Description	Amount
	213500651		09/04/2020	WB MASON Office Supplies BPO	391.07
	C2234786		03/03/2020	Blanket PO for Office Supplies	68.83
	212867956,		08/05/2020	212603497 - C2234786	692.42
Check	09/28/2020	195881	Accounts Payable	WEST INFORMATION PUBLISHING GROUP	693.35
	Invoice		Date	Description	Amount
	843006561+		09/15/2020	ACCT#1000678865	693.35
Check	09/28/2020	195882	Accounts Payable	WILSON RESTAURANT EQUIPMENT	339.00
	Invoice		Date	Description	Amount
	19258		09/28/2020	SAFETY GAS VALVE FOR FRYER	339.00
Check	09/28/2020	195883	Accounts Payable	XEROX CORPORATION	1,728.80
	Invoice		Date	Description	Amount
	503715254		09/03/2020	CUST#954822383	114.68
	503715429		09/03/2020	CUST#955001912	110.18
	503712428		09/03/2020	CUST#952918852	27.16
	503715073		09/03/2020	CUST#954632477	115.65
	503715424		09/03/2020	CUST#954996211	33.68
	503715428		09/03/2020	CUST#955001094	114.68
	503715641		09/03/2020	CUST#955203344	37.46
	503715427		09/03/2020	CUST#955000963	97.63
	503709935		09/03/2020	CUST#951014315	104.97
	503709945		09/03/2020	CUST#951026392	131.08
	503710871		09/03/2020	CUST#951656818	131.08
	503715087		09/03/2020	CUST#954633640	117.88
	011182370		09/03/2020	CUST#708184676	44.80
	011182371		09/03/2020	CUST#708184692	62.43
	011182372		09/03/2020	CUST#708184726	68.78
	011182406		09/03/2020	CUST#723461141	5.57
	011182380		09/03/2020	CUST#718272685	44.46
	011182381		09/03/2020	CUST#718282973	143.29
	011182378		09/03/2020	CUST#718133200	99.99
	011182382		09/03/2020	CUST#718422447	5.10
	011182392		09/03/2020	CUST#719281172	74.73
	011182393		09/03/2020	CUST#719281396	26.05
	011182379		09/03/2020	CUST#718270358	17.47
Check	09/28/2020	195884	Accounts Payable	FIRST NATIONAL BANK	63.00
	Invoice		Date	Description	Amount
	TM#89.17-1-57		09/11/2020	TAX OVERPAYMENT	63.00
Check	09/28/2020	195885	Accounts Payable	LAFFERTY, WILLIAM R	657.37
	Invoice		Date	Description	Amount

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	TM#99.08-7-43	09/11/2020	TAX OVERPAYMENT	657.37
Check	09/28/2020	195886 Accounts Payable	LERETA, LLC	1,118.67
	Invoice	Date	Description	Amount
	TM#99.05-1-16	09/03/2020	TAX OVERPAYMENT	1,118.67
Check	09/28/2020	195887 Accounts Payable	LERETA, LLC	1,064.40
	Invoice	Date	Description	Amount
	TM#89.09-5-6	09/03/2020	TAX OVERPAYMENT	1,064.40
Check	09/28/2020	195888 Accounts Payable	LERETA, LLC	1,476.22
	Invoice	Date	Description	Amount
	TM#89.07-5-61	09/03/2020	TAX OVERPAYMENT	1,476.22
Check	09/28/2020	195889 Accounts Payable	LERETA, LLC	806.61
	Invoice	Date	Description	Amount
	TM#99.10-4-55	09/03/2020	TAX OVERPAYMENT	806.61
Check	09/28/2020	195890 Accounts Payable	LERETA, LLC , LERETA	1,430.73
	Invoice	Date	Description	Amount
	TM#89.17-5-21	09/03/2020	TAX OVERPAYMENT	1,430.73
Check	09/28/2020	195891 Accounts Payable	LUKE REINBOLD HORSEMANSHIP	230.00
	Invoice	Date	Description	Amount
	1322	09/15/2020	SOUTHPORT HORSES	230.00
Check	09/28/2020	195892 Accounts Payable	WILLIAM R LAFFERTY	515.57
	Invoice	Date	Description	Amount
	TM#99.08-7-42	09/11/2020	TAX OVERPAYMENT	515.57
GENERAL FUND GENERAL FUND Totals:			Transactions: 106	\$154,170.50
Checks:	106	\$154,170.50		

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING  
Batch Date: 09/28/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: CAP CHECK - CAPITAL CHECKING</b>					
Check	09/28/2020	104260 Accounts Payable	CHEMUNG COUNTY BUILDING SUPPLIES		515.00
	Invoice	Date	Description		Amount
	190837,186967	08/18/2020	CONCRETE-ROAD PROG BLANKET PO		515.00
Check	09/28/2020	104261 Accounts Payable	CRAIG SPENCER		1,672.87
	Invoice	Date	Description		Amount
	REIMBURSEMENT	09/11/2020	ANIMAL CONTROL TRUCK PARTS		1,672.87
Check	09/28/2020	104262 Accounts Payable	DELL COMPUTER CORP.		9,590.13
	Invoice	Date	Description		Amount
	10424112196	09/15/2020	Microsoft Office Pro VLA		9,590.13
Check	09/28/2020	104263 Accounts Payable	ECONOMY PAVING CO, INC.		68,778.72
	Invoice	Date	Description		Amount
	6754.99 EST. 20	09/04/2020	WALNUT ST BRIDGE REHAB		68,778.72
Check	09/28/2020	104264 Accounts Payable	FISHER ASSOCIATES		7,652.50
	Invoice	Date	Description		Amount
	6754.90 EST. 17	08/30/2020	MAIN ST BRIDGE REHAB		7,652.50
Check	09/28/2020	104265 Accounts Payable	FISHER ASSOCIATES		26,816.12
	Invoice	Date	Description		Amount
	6754.90 EST 16	07/14/2020	MAIN ST BRIDGE REHAB		26,816.12
Check	09/28/2020	104266 Accounts Payable	FISHER ASSOCIATES		18,326.17
	Invoice	Date	Description		Amount
	6754.90 EST. 15	05/27/2020	MAIN ST BRIDGE REHAB		18,326.17
Check	09/28/2020	104267 Accounts Payable	FISHER ASSOCIATES		88,412.53
	Invoice	Date	Description		Amount
	6754.90 EST. 14	04/30/2020	MAIN ST BRIDGE REHAB		88,412.53
Check	09/28/2020	104268 Accounts Payable	FREEMAN COMMUNICATIONS		961.00
	Invoice	Date	Description		Amount
	23200826	08/26/2020	FREEMAN Radio Installation		961.00
Check	09/28/2020	104269 Accounts Payable	GRASS LANDS EQUIPMENT CO.		66,007.28
	Invoice	Date	Description		Amount
	1265683	08/12/2020	GREENMASTER TRIFLEX 3300 MOWER		66,007.28
Check	09/28/2020	104270 Accounts Payable	I. D. BOOTH, INC.		161.12
	Invoice	Date	Description		Amount
	345973	08/05/2020	STORM WATER/DRAINAGE SUPPLIES BLANKET PO		161.12
Check	09/28/2020	104271 Accounts Payable	JH DESIGN		1,020.00
	Invoice	Date	Description		Amount
	8663	08/07/2020	VEHICLE LETTERING - ANIMAL CONTROL TRUCK		756.00
	8594	07/29/2020	VEHICLE LETTERING - CODE DEPT TRUCK		264.00
Check	09/28/2020	104272 Accounts Payable	SEALAND CONTRACTORS		206,389.06
	Invoice	Date	Description		Amount
	6754.68 Est. 2	09/08/2020	W WATER DOWNTOWN PIN 6754.68/BLANKET PO		206,389.06
Check	09/28/2020	104273 Accounts Payable	STREETER ASSOCIATES		35,219.00

9/18/2020

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Invoice		Date	Description	Amount
CLEMSQ EST. 1		08/11/2020	CLEMENS SQ REDEVELOPMENT/DRI FUNDS	35,219.00
Check	09/28/2020 104274 Accounts Payable		SYSTEMS MANAGEMENT PLANNING, INC.	19,708.79
Invoice		Date	Description	Amount
IN1038161		06/25/2020	Cisco Switches for VOIP Project	19,708.79
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 15	\$551,230.29
Checks:	15	\$551,230.29		

HAND CHECKS DETAILS  
CAPITAL HAND CHECKS DETAIL

\$1,414.90  
\$0.00

City of Elmira \*LIVE\*

**Payment Batch Register**

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 09/10/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GENERAL FUND - GENERAL FUND</b>					
Check	09/10/2020	195784 Accounts Payable	SALVATORE MAGRO		600.00
	Invoice	Date	Description		Amount
	REFUND	09/10/2020	REFUND OF BAIL TAKEN IN ERROR		600.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$600.00
Checks:		1	\$600.00		



City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 09/14/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/14/2020	195785 Accounts Payable	A.L. GEORGE, INC.		87.20
	Invoice	Date	Description		Amount
	2261866	09/08/2020	BEER/KEGS ON REQUEST FROM EVENTS		87.20
Check	09/14/2020	195786 Accounts Payable	CHASE CARD SERVICES		727.70
	Invoice	Date	Description		Amount
	8/7-9/6	09/14/2020	acct 4246315238977290		727.70
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$814.90
Checks:	2		\$814.90		

## Elmira City Council

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**Title:** Adjournment 9/28/20

**ResolutionNumber:** 2020-280

**Sponsor:** Mark Franchi

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

**ATTACHMENTS:**

📎 [Adjournment 9/28/2020](#)

September 28, 2020

RESOLUTION

NO. 2020 – \_\_\_\_\_

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

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, October 13, 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	