

	<b>Town of Elmira</b>	
<b>Agenda</b>		
<b>TOWN BOARD</b>	<b>Monday, January 13, 2025</b>	<b>7:00 PM</b>

**Call to Order**

**Open Annual Audit Meeting**

**Discussion**

**Close Annual Audit Meeting**

**Open Town Board Meeting**

**Minutes- December 16, 2024, and January 2, 2025 Organizational**

**Audit- RON/TOM**

**Financial Report- DRAFT Supervisor Report, Review Bank Balances and Fund Balance**

**Communications**

CC Sheriff RE: December 2024 Statistics

**Department Reports**

Parking Violations for December 2024

**Discussion**

**Resolutions**

Set date and time for February workshop

Set date and time for February Regular Meeting

Approve 2023 Financial Audit

Approve agreement with Chemung County Youth Bureau & Recreation Services

Approve membership with Greater Tompkins County Municipal Health Insurance Consortium

Approve 2025 Animal Control contract with City of Elmira

Approve agreement for Expenditure of Highway Moneys

Approve ARC Agreement for 2025

**Public Comments**



# SHERIFF OF CHEMUNG COUNTY

203 William Street  
P.O. Box 588  
Elmira, New York 14902-0588  
Administrative Office: (607) 737-2987 Fax: (607) 737-2930



**WILLIAM A. SCHROM**  
Sheriff

**DOUGLAS W. HOUPER**  
Undersheriff

## ELMIRA TOWN RESIDENTIAL STATISTICS

Date: December 2024	
<b>Category</b>	<b>Number</b>
Incident Reports	58
Uniform Traffic Tickets	4
Parking Tickets	0
Traffic Stops	7
Traffic Accidents handled	6
Code Enforcement Violations	0
Felony Arrests	0
Misdemeanor Arrests	1
DWI Arrests	0
Violation Arrests	0
Special Events	0

Submitted by: Simona Bermingham, CCSO Records Clerk

Civil Division  
(607) 737-2949

County Jail  
(607) 737-2934

Criminal Division  
(607) 737-2933

Pistol Permits  
(607) 737-2937

Police Services  
(607) 735-8600

Records Division  
(607) 737-2948

### Monthly Statementg7

To the Supervisor of the Town of Elmira.

Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me during the month of December 2024, in connection with my office, excepting only such fees and moneys the application and payment of which are otherwise provided for by law:

<b>Ticket #</b>	<b>Paid by</b>	<b>Nature of Payment</b>	<b>Amount</b>
7628	Jennifer Landon	Check 3028	25.00
7596	Robert Brown	Check 1738	25.00
7637	Calvin Bailey	Cash	25.00
7595	Terry Messina	Check 150	25.00
7598	Catherine Corradini	Check 129	25.00
7597	Paul Corradini	Check 3094	25.00
7614	James Meehan	Check 1365	25.00
7613	James Meehan	Check 1365	25.00
7649	Kyleigh Farmelo	Check 1062	25.00
7606	Jennifer Hollenbeck	Check 102	25.00
7683	Justin Bireck	Cash	25.00
7617	Joseph Ducot	Cash	25.00
7691	Sharon Herzig	Check 10997	25.00
7682	Yvonne Riker	Cash	25.00
7677	Julie Bohland	Check 2135	25.00

7725	Jon Weigel	Cash	25.00
7076	Josua Church	Check 1384	25.00
7728	Tina Pesesky	Check 110	25.00
7729	Kinlee Collins	Check 110	25.00
7594	Keith Rosplock	Check 3399	25.00
7593	Valerie Rosplock	Check 3400	25.00
7650	Scott Keller	Cash	25.00
7651	Scott Keller	Cash	25.00
7652	Scott Keller	Cash	25.00
7602	Brendan Stowell	Check 2371	25.00
7702	William Ostrander	Check 4493	25.00
7645	Jason Stukey	Check 5027	25.00
7627	Anne Lister	Check 10259	25.00
7099	Robert Stanton	Cash	25.00
7724	Kimberly Duke	Check 1269	25.00
7647	Daniel Capawana	Check 5051	25.00
7619	Jodi Austin	Cash	25.00
7680	John Husner	Cash	25.00

7722	Marylou Vanskiver	Cash	25.00
7737	Jennifer Sorsetn	Check 3204	25.00

7681	Selaer Ayers	Check 2761	25.00
7591	Matt Atwater	Cash	25.00
7712	Dominic Sidari	Check 3321	25.00
7620	Lori Green	Check 1025	25.00
7096	Jack Sullivan	Cash	25.00
7678	Jack Sullivan	Cash	25.00
7609	Heather Dufrain	Cash	25.00
7707	Joe Hodson	Check 1186	25.00
5225 (12/14/2017)	Jodi Austin	Cash	15.00
5284 (12/8/2018)	Jodi Austin	Cash	15.00
7703	Zackary Boss	Cash	25.00
7635		Cash	25.00
7634		Cash	25.00
7636		Cash	25.00
7721	Betty Jo Lowdermilk	Check 1763	25.00
		<b>Total</b>	<b>1230.00</b>

STATE OF NEW YORK  
COUNTY OF CHEMUNG { SS:  
TOWN OF ELMIRA

Tammy Stein being duly sworn, says that she is Town Clerk of such Town; that the foregoing is a full and true statement of all fees and moneys the application and payment of which are otherwise provided for by law.

Sworn to before me this December 31, 2024

Date 1/7/2025

Town Clerk Tammy Stein

I Police Chief, Robert Richards have received the mentioned tickets and authorize the monies collected to be deposited into the Town account

Date 12/31/2024

Police Chief Chief Robert J. Richards et

**Receipt of Supervisor**

As Supervisor of the Town of Elmira, I hereby acknowledge receipt of the sum from Robert Richards being fees and other moneys payable to the Town received by him during the month of December 2024

Date \_\_\_\_\_

Supervisor \_\_\_\_\_



**WEST ELMIRA POLICE DEPARTMENT**  
TOWN OF ELMIRA, NEW YORK ❖ TRAFFIC DISTRICT #1



## MONTHLY REPORT FOR DECEMBER 2024

	<u>DECEMBER 2024</u>	<u>NOVEMBER 2024</u>
Incident Reports:	730	667
Traffic Stops Total:	94	59
Speed Related Stops:	81	52
DWI Arrests:	0	0
Penal Law Arrests:	1	1
Traffic Law Arrests:	2	2
Mental Hygiene Law Arrests:	3	1
Reportable Accidents:	4	8
Traffic Citations Issued:	14	21
Parking Tickets Issued:	142	0
Parking Fines Collected:	\$1230	\$0

Respectfully Submitted,

*Chief Robert J. Richards VI*

Chief Robert J. Richards VI

January 2, 2025

## MONTHLY PERMIT SUMMARY

Permit Type	December		1/1/2024 through 12/31/2024	
	# Permits	Fees	# Permits	Fees
Building Permit	9	\$1,217.00	213	\$19,495.00
Zoning Permit	0	\$0.00	8	\$3,825.00
Certificate of Occupancy	0	\$0.00	9	\$0.00
Subdivision	0	\$0.00	0	\$0.00
Violation	2	\$0.00	59	\$0.00
Access Permit (Excavation)	0	\$0.00	0	\$0.00
Sign Permit	0	\$0.00	1	\$20.00
Code Enforcement Complaint	0	\$0.00	0	\$0.00
Inspection	3	\$0.00	19	\$0.00
Consultation	0	\$0.00	0	\$0.00
Certificate Of Compliance	9	\$0.00	171	\$0.00
<b>Totals:</b>	<b>23</b>	<b>\$1,217.00</b>	<b>480</b>	<b>\$23,340.00</b>

# BUILDING PERMIT MONTHLY SUMMARY

Building Type	December			1/1/2024 through 12/31/2024		
	# Permits	Value	Fees	# Permits	Value	Fees
Garage	1	\$30,000	\$165.00	1	\$30,000	\$165.00
Shed	0	\$0	\$0.00	4	\$21,300	\$170.00
Barn	0	\$0	\$0.00	1	\$39,332	\$215.00
Roofing	3	\$38,200	\$240.00	107	\$1,901,156	\$10,932.00
Sign	0	\$0	\$0.00	2	\$2,000	\$40.00
Commercial Building	0	\$0	\$0.00	3	\$18,250	\$125.00
Other	0	\$0	\$0.00	30	\$385,236	\$2,347.00
Swimming Pool	0	\$0	\$0.00	1	\$8,000	\$60.00
Single Family Dwelling	1	\$10,000	\$65.00	3	\$97,000	\$470.00
Two Family Dwelling	0	\$0	\$0.00	1	\$22,000	\$125.00
Three or Four Family Dwelling	0	\$0	\$0.00	0	\$0	\$0.00
Five or More Family Dwelling	0	\$0	\$0.00	0	\$0	\$0.00
Porch	0	\$0	\$0.00	3	\$17,000	\$135.00
Deck	0	\$0	\$0.00	11	\$112,300	\$700.00
Patio	0	\$0	\$0.00	0	\$0	\$0.00
Industrial Building	0	\$0	\$0.00	0	\$0	\$0.00
Other Accessory Structure	0	\$0	\$0.00	1	\$75,000	\$315.00
Fence	1	\$9,511	\$65.00	21	\$92,051	\$835.00
Siding	0	\$0	\$0.00	3	\$69,200	\$395.00
Logging	0	\$0	\$0.00	2	\$100	\$100.00
Addition	0	\$0	\$0.00	5	\$186,417	\$940.00
Alter	1	\$150,000	\$467.00	2	\$195,000	\$712.00
Subdivision	0	\$0	\$0.00	0	\$0	\$0.00
Fuel Tank Removal	0	\$0	\$0.00	0	\$0	\$0.00
Fuel Tank Installation	0	\$0	\$0.00	0	\$0	\$0.00
Demolition	0	\$0	\$0.00	1	\$99	\$99.00
Permit Renewal	0	\$0	\$0.00	1	\$5,000	\$40.00
Certificate Of Occupancy	0	\$0	\$0.00	0	\$0	\$0.00
Zoning Variances	0	\$0	\$0.00	0	\$0	\$0.00
Site Plan Review	0	\$0	\$0.00	0	\$0	\$0.00
SIDEWALK	0	\$0	\$0.00	6	\$21,000	\$200.00
Renovation	2	\$62,000	\$215.00	4	\$87,800	\$375.00
<b>Totals:</b>	<b>11</b>	<b>\$361,711</b>	<b>\$1,432.00</b>	<b>217</b>	<b>\$3,473,042</b>	<b>\$19,870.00</b>


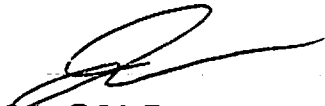
Report for December 2024  
Justice James E. DeFilippo  
To the Supervisor for the Town of Elmira

RECEIPTS

Fees for Civil Actions	\$ <u>70.00</u>
Returned fee/State Suspension fee	
Fines for Motor Vehicle Cases	\$ <u>2262.00</u>
Fines for Criminal Cases	\$ _____
Fines for Ag&Market Cases (dog)	\$ _____
Fines for Env. Cons. Cases	\$ _____
Uniform Building Code	
Fines for Town Ordinance	\$ _____
Bail Poundage	\$ _____
State Mandated Surcharge	\$ <u>2956.00</u>
<b>Total -----</b>	<b>\$ <u>5688.00</u></b>
Remitted to Town Supervisor:	01/8/2025

Town of Elmira Court Cases	
Civil Actions	<u>1</u>
Vehicle & Traffic	<u>49</u>
Criminal Cases	<u>13</u>
Env. Cons. Cases / UF&BC	_____
Town Ordinance Cases	_____
Ag & Market Cases (dog)	_____
State Suspension Fee\DNA	_____
<b>Total-----</b>	<b><u>63</u></b>

I hereby certify that the above is an accurate report of the money received during

<b>HON. JAMES E. DEFILIPPO</b> TOWN JUSTICE FINE ACCOUNT	50-111-213  DATE <u>1/8/25</u>	<b>349</b>
PAY TO THE ORDER OF <u>Ann Gerald</u>		<u>\$ 5,688.<sup>00</sup>/<sub>100</sub></u>
<u>Five Thousand Six Hundred Eighty-Eight &amp; <sup>00</sup>/<sub>100</sub></u> DOLLARS		<input type="checkbox"/> <input checked="" type="checkbox"/>
 Chemung Canal Trust Company <small>One Chemung Canal Plaza Elmira, New York 14902</small>		
MEMO <u>December Fines</u>		
⑆021301115⑆ 136004484⑆ 0349		



Report for December 2024  
Justice Kimberlee B. Middaugh  
To the Supervisor for the Town of Elmira

RECEIPTS

Fees for Civil Actions	\$ _____
Returned fee/State Suspension fee	
Fines for Motor Vehicle Cases	\$ <u>457.00</u>
Fines for Criminal Cases	\$ _____
Fines for Ag & Market Cases (dog)	\$ _____
Fines for Env. Cons. Cases	\$ _____
Uniform Building Code	
Fines for Town Ordinance	\$ _____
Bail Poundage	\$ _____
State Mandated Surcharge	\$ <u>651.00</u>
Total -----	\$ <u>2041.00</u>
Remitted to Town Supervisor:	01/8/2025

Town of Elmira Court Cases	
Civil Actions	0
Vehicle & Traffic	21
Criminal Cases	1
Env. Cons. Cases / UF&BC	—
Town Ordinance Cases	—
Ag & Market Cases (dog)	—
State Suspension Fee/DNA	—

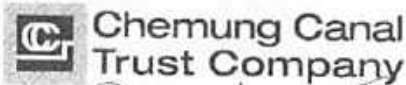
KIMBERLEE B MIDDAGH  
TOWN JUSTICE  
FINE ACCOUNT

50-111/213 165

DATE 1/8/25

PAY TO THE ORDER OF Ann Gerould - Town Supervisor \$ 2041<sup>00</sup>/<sub>100</sub>  
Two Thousand and Forty-One Dollars <sup>00</sup>/<sub>100</sub> DOLLARS

Security features included. Details on back.



MEMO December Fines

*[Handwritten Signature]*

**2025-2027**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CHEMUNG COUNTY YOUTH BUREAU & RECREATIONAL SERVICES**  
(Hereinafter called "CCYB")  
**And**  
**COMMUNITY PARTNERS:**  
**CITY OF ELMIRA, ELMIRA CITY SCHOOL DISTRICT (Hereinafter called "ECSD"),**  
**TOWN OF ELMIRA, and TOWN OF SOUTHPORT**

**Through this Memorandum of Agreement, the CCYB will be responsible for the following:**

- CCYB will administer and operate The Spot Program for ECSD 7<sup>th</sup>, 8<sup>th</sup>, & 9<sup>th</sup> grade students. The program will operate a maximum of 36 days/year during the school calendar year on Friday or Saturday nights on Elmira's northside or on Elmira's southside from 7:00pm – 10:00pm. CCYB reserves the right to adjust the program and event schedule as needed.
- CCYB will administer and operate the Super Saturday Program for students residing in the ECSD, grades K-4. The program will contain a six week fall and winter semester session totaling 12 days of programming on Saturdays from 8:30am – 11:00am. CCYB reserves the right to adjust the program and event schedule as needed.
- CCYB will budget, purchase and account to each community partner for all expenses (personnel and operations & maintenance) as they relate to The Spot and Super Saturday programs.
- CCYB will recruit, hire, train and schedule all required staff to operate The Spot and Super Saturday programs.
- CCYB will provide copies of program materials as appropriate and as requested to community partners listed in this MOA. (I.e. flyers, brochures, press releases, program evaluations, etc.)
- CCYB will collect program related data and monitor all program progress. A report of all program progress will be provided to all community partners listed in this MOA on an annual basis and at other times as requested by any community partner.
- CCYB will invoice all community partners listed in this MOA for their local program share **no later than January 31st** of each year (which will be based upon actual program expenses of the previous year.) As in previous years MOAs, this amount is **not to exceed \$10,000 for each community partner.**

**Through this Memorandum of Agreement, the community partners listed in this MOA agree to the following.**

- **Community partners agree to budget for their individual local share of The Spot and Super Saturday annual program costs. Not to exceed \$10,000 for each community partner.**
- **Community partners agree to provide program support and assistance to CCYB regarding the use and scheduling of their individual facilities for program use as well as support and assistance in the dissemination of any and all program information and promotional materials.**
- **Community partners agree to provide payment to the CCYB regarding their individual local program share no later than March 30<sup>th</sup> of each year.**
- **Any community partner shall be entitled to terminate all of its obligations under this Memorandum of Agreement at any time upon (30) days prior written notice to CCYB.**

**SIGNATURE PAGE**

The parties hereto have hereunto signed the agreement on the day and year appearing below their respective signatures.

**Chemung County**

County Executive Signature \_\_\_\_\_

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

**Community Partners**

Town of Elmira Supervisor Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**RESOLUTION: ACCEPTING MEMBERSHIP IN THE GREATER  
TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE  
CONSORTIUM AND AUTHORIZING SIGNATURE OF THE:**

**2025 MUNICIPAL COOPERATIVE AGREEMENT**

Effective Date: January 1, 2025

WHEREAS, the \_\_\_\_\_ (municipality) applied for membership in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the \_\_\_\_\_ (municipality) received notification of approval by the Consortium Board of Directors to become a Participant in the Consortium effective January 1, 2025, now therefore be it

RESOLVED, That the \_\_\_\_\_ (municipality) hereby accepts membership effective January 1, 2025 and authorizes the Chief Elected Official to sign the 2025 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium as recommended by the Board of Directors.

**PLEASE NOTE:**

- **The resolution and the signature page must be sent back to the Consortium (consortium@tompkins-co.org) as separate attachments. Please do not combine the resolution and the signature page on one sheet.**
- **The signature page cannot be e-signed**
- **The signature page must be signed by your chief elected official.**

**We appreciate your assistance.**

**2025 Municipal Cooperative Agreement (MCA) Signature**  
**MCA Effective Date: January 1, 2025**

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below. (Note: E-Signatures are not accepted)

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Printed Name of Chief Elected Official or Chief Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Greater Tompkins County Municipal Health Insurance Consortium

408 East Upland Road, Suite 2 • Ithaca, New York 14850 • (607) 274-5590  
healthconsortium.net • consortium@tompkins-co.org

*"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."*

### 2025 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (DFS Approval December 13, 2024; Effective January 1, 2025)

**THIS AGREEMENT** (the "Agreement") made effective as of the 1<sup>st</sup> day of October 2010 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

#### W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

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

#### A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision)



## 2025 Municipal Cooperation Agreement

to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

### 2. The following Participants shall comprise the current membership of the Consortium:

Municipality Name	Effective Date
City of Ithaca	1/1/2011
County of Tompkins	1/1/2011
Town of Caroline	1/1/2011
Town of Danby	1/1/2011
Town of Dryden	1/1/2011
Town of Enfield	1/1/2011
Town of Groton	1/1/2011
Town of Ithaca	1/1/2011
Town of Ulysses	1/1/2011
Village of Cayuga Heights	1/1/2011
Village of Dryden	1/1/2011
Village of Groton	1/1/2011
Village of Trumansburg	1/1/2011
City of Cortland	1/1/2013
Town of Lansing	1/1/2013
Town of Willet	1/1/2015
Village of Homer	1/1/2015
Town of Marathon	1/1/2016
Town of Truxton	1/1/2016
Town of Virgil	1/1/2016
Town of Aurelius	1/1/2017
Town of Cincinnatus	1/1/2017
Town of Montezuma	1/1/2017
Town of Moravia	1/1/2017
Town of Preble	1/1/2017
Town of Scipio	1/1/2017
Town of Springport	1/1/2017

Municipality Name	Effective Date
Village of Union Springs	1/1/2017
Town of Homer	1/1/2018
Town of Newfield	1/1/2018
Town of Owasco	1/1/2018
County of Seneca	1/1/2019
Town of Big Flats	1/1/2019
Town of Mentz	1/1/2019
Town of Sennett	1/1/2019
Village of Freeville	1/1/2019
Village of Horseheads	1/1/2019
Village of Lansing	1/1/2019
Town of Horseheads	1/1/2020
Town of Spencer	1/1/2020
Lansing Library	1/1/2020
Village of Watkins Glen	1/1/2020
Town of Catharine	1/1/2021
Town of Cuyler	1/1/2021
Town of Dix	1/1/2021
Town of Hector	1/1/2021
Town of Tioga	1/1/2021
Village of Owego	1/1/2021
Town of Erwin	1/1/2022
Town of Throop	1/1/2022
Village of Minoa	1/1/2022
Village of Fayetteville	1/1/2022

Municipality Name	Effective Date
Town of Camillus	1/1/2023
Town of DeRuyter	1/1/2023
Town of Dewitt	1/1/2023
Town of Hastings	1/1/2023
Village of Camillus	1/1/2023
Village of Skaneateles	1/1/2023
Dewitt Fire District	1/1/2023
City of Geneva	1/1/2024
Town of Brutus	1/1/2024
Town of Locke	1/1/2024
Town of West Monroe	1/1/2024
Village of Fair Haven	1/1/2024
City of Elmira	1/1/2025
Town of Corning	1/1/2025
Town of Elmira	1/1/2025
Town of Harford	1/1/2025
Town of Onondaga	1/1/2025
Town of Southport	1/1/2025
Town of Starkey	1/1/2025
Town of Sterling	1/1/2025
Town of Tyre	1/1/2025
Town of Waterloo	1/1/2025
Village of Baldwinsville	1/1/2025
Village of Elmira Heights	1/1/2025
Village of Tully	1/1/2025
Seneca County Soil and Water Conservation District	1/1/2025

## 2025 Municipal Cooperation Agreement

3. Membership in the Consortium may be offered to any municipal corporation as defined in N.Y. Insurance Law Section 4702(f) within the geographical boundaries of the Counties of Tompkins, Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Oswego, Tioga, Schuyler, Seneca, Steuben, Wayne, and Yates, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law. Upon admission of any new Participant, the Consortium shall amend Section A(2) of this Agreement to reflect that change in membership, which must be submitted to the New York State Department of Financial Services ("DFS") for approval. The geographic boundaries of the Consortium shall not be expanded beyond the above-listed counties without amendment of the MCA, submitted to DFS for approval, and prior DFS approval of an amendment to the Certificate of Authority.

4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the geographical boundaries set forth in Section A(3) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation's financial responsibility. Such corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

5. Participation in the Medical Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant shall not be permitted without a Board approved waiver. Participants with a waiver allowing active employees not enrolled in Consortium benefit plan options, must, within 3 (three) years of the date of enrolling in the Consortium, fully enroll all of their active employees in Consortium plan options. Failure to comply with this provision may be grounds for termination from participation in the Consortium as defined in Section Q(3).

6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re- entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

### **B. PARTICIPANT LIABILITY.**

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, and hospital) provided under the Medical Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Medical Plan(s) as a percentage of the aggregate "premium" contribution to the Medical Plan(s), as is appropriate based on the nature of the assessment or contribution.

## 2025 Municipal Cooperation Agreement

2. New Participants (each a "New Participant") who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Medical Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board and shall be disclosed to the New Participant prior to its admission.

3. Each Participant shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels required by the Insurance law as follows:

- a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.
- b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

### **C. BOARD OF DIRECTORS.**

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Medical Plan(s), shall be referred to as the "Board of Directors" (the "Board"). The voting members of the Board shall be composed of one representative of each Participant and representatives of the Joint Committee on Plan Structure and Design (as set forth in Section C(11)), who shall have the authority to vote on any official action taken by the Board (each a "Director"). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.

2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the Participant as a Director.

3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from January 1 through December 31 (the "Plan Year").

4. No Director may represent more than one Participant.

5. No Director, or any member of a Director's immediate family, shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Consortium, including any third-party contract administrator.

## 2025 Municipal Cooperation Agreement

6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The "entire Board", as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.

While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing videoconferencing that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses.

7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on an annual basis, at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the "Annual Meeting") in September of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least a three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event the three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

11. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the "Labor Representatives") shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

**D. WEIGHTED VOTING.**

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

2. For purposes of this Section D, each Director shall receive votes as follows:

- a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
- b. Each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
- c. The Labor Representatives shall be entitled to one (1) vote each.

3. Attached as Addendum "A" to this Agreement is an example of the application of the voting formula contained in subparagraph "2" of this Section.

4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

**E. ACTIONS BY THE BOARD**

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required, in accordance with N.Y. Insurance Law § 4705, to take action on the following matters:

- a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
- b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
- c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).

## 2025 Municipal Cooperation Agreement

- d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709, a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), t h e B o a r d may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:

- a. To fix the frequency, time and place of regular Board meetings.

## 2025 Municipal Cooperation Agreement

- b. To have a plan consultant (the "Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1<sup>st</sup> of each year.
- c. To determine and notify each Participant prior to October 15<sup>th</sup> of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1<sup>st</sup>.
- d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.
- f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

### **F. EXECUTIVE COMMITTEE**

1. The Executive Committee of the Consortium shall consist of at least eleven (11) and no greater than fifteen (15) Directors. Executive Committee Directors are elected annually, but shall always include the elected Chairperson, Vice-Chairperson, and the Secretary of the Consortium, as well as the designated Chief Fiscal Officer and Chairperson of the Joint Committee on Plan Structure and Design.

2. The Secretary shall be responsible for maintaining all records in accordance with Article E, Section 1.g.

3. The Executive Committee shall establish meeting dates at its Organizational Meeting. The Executive Committee shall meet no less frequently than once per quarter.

4. Special meetings of the Executive Committee may be called at any time by the Chairperson or by any two (2) Executive Committee Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

5. The Executive Committee shall:

- a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.
- b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.
- c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

## 2025 Municipal Cooperation Agreement

- d. Develop Bylaws for its operations.
- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

### **G. OFFICERS**

1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.

2. Officers of the Consortium and employees of any third-party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.

3. Officers shall serve at the pleasure of the Board and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

### **H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY**

1. The Chairperson shall be the Chief Executive Officer of the Consortium.

2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.

3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.

4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.



## **I. CHIEF FISCAL OFFICER**

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and tasks to the Finance Manager to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium's finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the Finance Director of Tompkins County. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Consortium shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.

2. The Finance Manager, under the supervision and direction of the Chief Fiscal Officer, is responsible for directing and maintaining the financial records of the Consortium, overseeing financial transactions, installation and maintenance of accounting systems, billing/invoicing of premiums, quarterly and annual reporting, preparation of reports, and fiscal analyses.

3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.

4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

5. The Chief Fiscal Officer may invest monies not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date, and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Consortium's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund;  
and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

#### **J. PLAN ADMINISTRATOR**

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Medical Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, audit, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

#### **K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN**

1. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Medical Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Medical Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall

establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives" as defined in Section C(11) of this Agreement. If the number of municipal members on the Consortium rises to twenty-three (23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Representative to serve as Director with a maximum of ten (10) Labor Representatives. Attached hereto as Addendum "B" is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this section shall have the same rights and obligations as all other Directors.

#### **L. PREMIUM CALCULATIONS/PAYMENT.**

1. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Medical Plan[s] that is determined and approved by the Board consistent with New York law.

2. In accordance with N.Y. Insurance Law §§ 4706 & 4707, the Consortium shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.

3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due may be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday, or day observed as a legal holiday by the Participants.

The Consortium may waive the first penalty once per Plan Year for each Participant, but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Consortium.

4. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.

5. The Board, in its sole discretion, may refund amounts in excess of reserves and

## 2025 Municipal Cooperation Agreement

surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

### **M. EMPLOYEE CONTRIBUTIONS.**

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

### **N. ADDITIONAL BENEFITS.**

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Medical Plan(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Consortium and shall be administered solely by and at the expense of the Participant.

### **O. REPORTING.**

The Board, through its officers, agents, or delegates, shall ensure that the following reports are prepared and submitted:

1. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Consortium, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.

2. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Consortium, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

3. The Board shall file reports with the Superintendent describing the Consortium's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.

4. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.

5. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

**P. WITHDRAWAL OF PARTICIPANT**

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.

2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to September 1<sup>st</sup> of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.

3. Any withdrawing Participant shall be responsible for its pro rata share of any Consortium deficit that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The Consortium surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined one (1) year after the end of the Plan Year in which the Participant last participated.

4. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant shall be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount shall be billed to the Participant by the Consortium one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

**Q. DISSOLUTION; RENEWAL; EXPULSION**

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants.

a. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the Superintendent. The Board shall develop and submit to the Superintendent for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

## 2025 Municipal Cooperation Agreement

c. Any surplus or deficit shall include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5<sup>th</sup>) anniversary of the Effective Date and on the fifth (5<sup>th</sup>) anniversary date thereafter (each a "Review Date") to the extent deemed required by Article 5-G of the New York General Municipal Law (the "General Municipal Law").

a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1<sup>st</sup> preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1<sup>st</sup>, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1<sup>st</sup> preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board.

Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

## **R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.**

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.

2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.

3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.

4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.

5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.

6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

## **S. RECORDS**

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

**T. CHANGES TO AGREEMENT**

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by a majority vote of their respective legislative bodies, as required by N.Y. Insurance Law § 4705(a).

**U. CONFIDENTIALITY**

Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Medical Plan(s) with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

**V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").**

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.



## 2025 Municipal Cooperation Agreement

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

## W. MISCELLANEOUS PROVISIONS

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

## 2025 Municipal Cooperation Agreement

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.

3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.

5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.

7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.

8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.

10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

## **X. APPROVAL, RATIFICATION, AND EXECUTION**

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

**2025 Municipal Cooperation Agreement**

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

**[Signature Page Follows]**

**2025 Municipal Cooperative Agreement (MCA) Signature**  
**MCA Effective Date: January 1, 2025**

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below. (Please note: E-Signatures are not accepted)

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Printed Name of Chief Elected Official or Chief Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Addendum “A”**

### **Example of Weighted Voting Formula under Section D(2)**

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

## **Addendum "B"**

### **Illustration of At-Large Labor Representative Calculation**

<b>Total Number of Participants</b>	<b>Total Number of At-Large Labor Representatives</b>
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6
43-47	7
47-52	8
53-57	9
58+	10



# CITY OF ELMIRA NEW YORK

*Department of Law*  
CITY HALL • 317 EAST CHURCH STREET • ELMIRA, NEW YORK 14901-2718  
[www.cityofelmira.net](http://www.cityofelmira.net)

John J. Ryan, Jr.  
Corporation Counsel  
Jordan J. Yorke  
Assistant Corporation Counsel

Office: (607) 737-5674  
Fax: (607) 737-5995

December 16, 2024

Ms. Ann M. Gerould  
Town of Elmira Supervisor  
1255 West Water Street  
Elmira, NY 14905

**Re: City of Elmira – 2025 Animal Control Services**

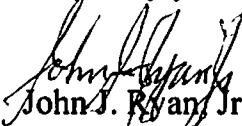
Dear Ms. Gerould:

The Elmira City Council, at its regular meeting held on December 16, 2024, approved the agreement between the City and the Town for animal control services during the year 2025. Enclosed please find three (3) original Agreements for your signature.

Upon approval of your Town Board, please execute all three (3) agreements and return them to me together with a copy of the Town's resolution. I will then secure the Mayor's signature on the agreements and return a fully executed original to you.

If you have any questions, please do not hesitate to contact my office. Thank you for your anticipated prompt attention to this matter.

Very truly yours,

  
John J. Ryan, Jr.  
Corporation Counsel

JJR:kjc  
Enclosures

**INTERMUNICIPAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

***THIS AGREEMENT*** is made and entered into by and between the ***TOWN OF ELMIRA, NEW YORK***, a New York Municipal Corporation, with offices located at 1255 West Water Street, Elmira, New York 14905 (hereinafter referred to as “Town”) and the ***CITY OF ELMIRA, NEW YORK***, a New York Municipal Corporation, with offices located at 317 East Church Street, Elmira, New York, 14901 (hereinafter referred to as “City”) effective on the last date signed by a party hereto.

***WHEREAS***, Articles 7 and 26 of the Agriculture and Markets Law of the State of New York requires the Town to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage; and

***WHEREAS***, the City currently employs animal control officers to perform such services for the City; and

***WHEREAS***, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

***WHEREAS***, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

***WHEREAS***, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

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

***1. City to Provide Animal Control Services.***

***A.*** The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. The City will not offer enumeration or any type of enumeration



Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. **Training.** The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. **Issuing Tickets.** City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. Upon the request of the Town Clerk, the animal control officers shall serve appearance tickets on dog owners who have failed to renew their dog license.

6. **Reports.** City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. **Court Appearances.** The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. **Personnel.** The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. **Payment/Term.** The Town shall pay the sum of \$24,000.00 annually, payable in monthly installments of \$2,000.00 for the period of January 1, 2025 through December 31, 2025. Any services that are related to farm animals which require

additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

**10. Indemnification.** To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending the same including costs and attorney's fees, of or by anyone whomsoever caused by the negligence or intentional misconduct of those performing services pursuant to this agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

**11. Termination.** Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

**12. Notices.** Written notice shall be sent by first class mail, return receipt requested to:

City Manager  
City of Elmira  
317 East Church Street  
Elmira, NY 14901

Town Supervisor  
Town of Elmira  
1255 West Water Street  
Elmira, NY 14905

**13. Amendments.** This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town

**14. Survival of Provisions.** Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

**15. Transfer of Powers.** By this Agreement, the Town designates and empowers the animal control officers of the City of Elmira to perform all necessary

obligations of the animal control officers pursuant to this Agreement or Articles 7 or Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Elmira.

16. Entire Agreement. This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

*IN WITNESS WHEREOF*, the following parties have duly executed this Agreement on the date and year indicated herein:

*CITY OF ELMIRA, NY*

*TOWN OF ELMIRA, NY*

By: \_\_\_\_\_  
*Daniel J. Mandell, Jr.*  
*Mayor*  
*Resolution No. 2024-402*

By: \_\_\_\_\_  
*Ann M. Gerould*  
*Town Supervisor*  
*Resolution No. \_\_\_\_-202\_\_*

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Agreement for the Expenditure of Highway Moneys**

AGREEMENT between the Town Superintendent of the Town of \_\_\_\_\_,  
 \_\_\_\_\_ County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$\_\_\_\_\_ shall be set aside to be expended for primary work and general repairs upon \_\_\_\_\_ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:

(a) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_, a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$\_\_\_\_\_.

Type \_\_\_\_\_  
 Width of traveled surface \_\_\_\_\_  
 Thickness \_\_\_\_\_  
 Subbase \_\_\_\_\_

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(b) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_, a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$\_\_\_\_\_.

Type \_\_\_\_\_  
 Width of traveled surface \_\_\_\_\_  
 Thickness \_\_\_\_\_  
 Subbase \_\_\_\_\_

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Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
 Supervisor

\_\_\_\_\_  
 Councilman

\_\_\_\_\_  
 Councilman

\_\_\_\_\_  
 Councilman

\_\_\_\_\_  
 Councilman

\_\_\_\_\_  
 Councilman

\_\_\_\_\_  
 County Superintendent of Highways

\_\_\_\_\_  
 Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

## **USE AGREEMENT**

**AGREEMENT**, made this 13<sup>th</sup> day of January, 2025, by and between the Town of Elmira, a New York Municipal Corporation, maintaining an office at 1255 W. Water Street, Elmira, NY 14905 (hereinafter referred to as the "Town"), and The ARC of Chemung-Schuyler, a New York Not-for-Profit Corporation with offices at 711 Sullivan Street, Elmira, NY 14901, (hereinafter referred to as the "ARC").

### **WITNESSETH:**

**WHEREAS**, the Town of Elmira Community Center is a building owned and operated by the Town for the benefit of the community ("Center"); and

**WHEREAS**, ARC seeks to use the Center for programing on Tuesdays and Thursdays between the hours of 8:00 AM and 4:00 PM; and

**WHEREAS**, ARC seeks to use the Center for occasional events outside the scheduled programming; and

**WHEREAS**, the Town agrees to allow ARC's use of the Center on the following terms and conditions.

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

1. **TERM.** This Agreement shall be effective as of January 1, 2025, and shall terminate on December 31, 2025, unless terminated sooner in accordance with this Agreement. ARC shall only occupy the Center on Tuesdays and Thursdays during the hours of 8:00 AM to 4:00 PM, unless otherwise agreed by the Town, and on occasion other times once agreed upon and approved by the Recreation Attendant.
2. **USE FEE.** The monthly use fee shall be Four Hundred Dollars (\$400.00), payable on the first day of each month to the Town of Elmira at the above address.

3. PREMISES. ARC shall have access to the Center including the kitchen for its use. The Town shall provide a storage area and ARC shall be responsible for keeping the area organized and clean.

4. CONDITION OF PREMISES. ARC agrees to keep the Center in a clean and sanitary condition, free of trash, rubbish or garbage, such as to constitute an unsanitary condition or fire hazard. The building must be cleaned after use. All garbage must be in lined containers. The Town will dispose of the trash from Center. Tables must be clean and floor must be swept after each use. If kitchen is used it shall be cleaned as well. The bathrooms must be inspected for cleanliness prior to leaving the facility. **THIS FEE DOES NOT COVER CUSTODIAL DUTIES!**

5. DAMAGE TO CENTER. ARC agrees that all damage done to the premises by ARC or by any person who may be in or upon the Center at the request or consent of the ARC shall be repaired at the expense of the ARC.

6. LAW AND RULE COMPLIANCE. ARC agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County, and Municipal authorities, including health codes and regulations dealing with the use of the Center, and will save the Town harmless from any damage, penalty, or charge imposed or incurred for the violation of any such laws, ordinances, health codes or regulations, whether occasioned by ARC, or any other person using or present upon the Center. ARC shall obtain all necessary licenses required to operate at the Center and pay all fees required in connection therewith.

**NO ALCOHOLIC BEVERAGES ARE PERMITTED AT THE CENTER.**

**NO SMOKING IS PERMITTED WITHIN AND AROUND THE CENTER.**

7. INSURANCE. ARC shall provide the Town with a certificate of insurance

naming the Town as an additional insured. ARC agrees to maintain in full force and effect, comprehensive general liability insurance, which includes premises and operations coverage, personal injury and fire damage liability coverage in amounts acceptable to the Town. The Lessee shall provide the Lessor with a certificate of insurance evidencing such policies. The insurance policies required herein shall provide sixty (60) days' notice of cancellation.

8. **LIABILITY.** ARC covenants and agrees with the Town that during the term of this Agreement and for such other times as ARC shall have access to the Center, that (a) the Town and its affiliates shall not be liable to ARC or to any other person for any claim, injury, loss or damage to any person or property on or about the Center arising from the use of the Center by ARC, its employees, agents, and invitees, and (b) ARC will save the Town harmless and indemnified from and against any claim, injury, loss or damage, including cost of defense and reasonable attorney fees. If the Town is made a party to any litigation on account of such alleged claim, injury, loss or damage, ARC shall pay all damages and costs recovered against the Town.

9. **TERMINATION.** The Town may terminate this Lease for non-payment upon ten days written notice. All other defaults by ARC under the lease, the Town shall give ARC a thirty-day written notice to cure the default and if the default is not cured, the Town may terminate the Lease. The parties may terminate the lease upon sixty days written notice without cause. Any notice shall be served upon the Town Supervisor for the Town and the Executive Director of ARC by regular mail return receipt requested or overnight delivery that provides for proof of delivery.

**NEITHER PARTY HAS MADE ANY REPRESENTATIONS OR PROMISES EXCEPT AS HEREIN CONTAINED, AND NO MODIFICATION OF ANY PROVISION HEREOF SHALL BE VALID UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.**

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands as of the day and year first above-written.

**TOWN OF ELMIRA**

**THE ARC OF CHEMUNG**

---

By: Ann Gerould  
Its: Town Supervisor

---

By: Salvatore Garozzo  
Its: Chief Executive Officer