APPROVAL OF MINUTES

2024-418 Gary Brinn	**Act on resolution dispensing with the minutes of the regular Meeting held on Monday, December 16, 2024.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

PUBLIC HEARING for the purpose of receiving comments from the public regarding proposed 2025 Operating and Capital Budgets.

PERSONNEL ACTIONS

2024-419 Mayor Mandell	**Receive communication from the Mayor and act on resolution to reappoint Talima Aaron, 902 Maple Avenue, Elmira as a Commissioner of the Cemetery Commission, term to expire December 31, 2028.**
2024-420 Corey Cooke	**Receive communication from the Mayor to act on resolution for the reappointments of William McCarthy, 780 Perine Street, Elmira, and Caranell Parks, 361 Maxwell Place, Elmira to the City Zoning Board of Appeals, terms expiring December 31, 2030.**

RESOLUTIONS

2024-421 Jackie Wilson	**Resolution Authorizing a Grant Application to Homes and Community Renewal for the Leading in Lead Prevention Pilot Program.**
2024-422 Gary Brinn	**Receive communication from the City Manager and act on resolution retaining Foor & Associates Architects to perform a feasibility study for the Elmira Animal Shelter at a lump sum cost of $15,900.00.**

2024-423
Joseph Duffy

Receive communication from the City Manager and act on resolution approving and accepting the proposed donation from the Parish of the Most Holy Name of Jesus of outdoor exercise equipment and expressing its sincere appreciation to the Parish for the gift.

LOCAL LAW

2024-424
Mayor Mandell

Act on resolution adopting Local Law #3 of 2024 regulating the unlicensed cannabis sales in the City of Elmira.

ORDINANCE

2024-425
Gary Brinn

Act on Ordinance to amend Chapter 10, Article VII, Section 10-274 of the Code of Ordinances of the City of Elmira, New York, as amended.

AGREEMENTS

2024-426
Jackie Wilson

Receive communication from the City Manager and act on resolution approving a Consulting Agreement between the City and Perry & Carroll, Inc. to provide various insurance consulting services at an annual fee of $75,000 retroactive to August 1, 2024 and authorizing the Mayor to sign said Agreement; said Agreement subject to Corporation Counsel approval.

2024-427
Gary Brinn

Act on resolution accepting approval by the Consortium Board of Directors for the City to become a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC) effective January 1, 2025 and authorizing the Mayor to sign the 2025 Amendment to the Municipal Cooperative Agreement of GTCMHIC, a copy of which it attached hereto; said Amendment subject to Corporation Counsel approval.

2024-428
Joseph Duffy

Receive communication from the City Manager and act on resolution approving the attached Memorandum of Understanding between the City of Elmira and Elmira Professional Firefighters' Association, Local 709, Elmira, NY providing for amendments to portions of Article 35 of the Current Collective Bargaining Agreement necessitated by the City joining the Greater Tompkins County

Municipal Health Insurance Consortium and authorizing the Mayor to sign the Memorandum of Understanding.

2024-429 Mayor Mandell	**Receive communication from the City Manager and act on resolution approving an agreement between the County and City for the 2025 calendar year whereby the City shall provide to the County services consisting of the operation of Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed $237,000.00 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.**
2024-430 Mayor Mandell	**Receive communication from the City Manager and act on resolution accepting the sole bid meeting all bid specifications and award of a contract to United Uniform Distribution LLC in the total amount of $10,195.71 for holster pouch equipment for the Elmira Police Department and authorizing the Mayor to sign such documents necessary to effect this award, a copy of the bid summary is attached hereto.**
2024-431 Jackie Wilson	**Receive communication from the City Manager and act on resolution accepting the bid of John F & John P Wenzel Contractors, Inc. for the demolition of the Brand Park pool at a cost to the City of $93,640.00; said bid being entered through the County's General Construction Contract for 2024-2025 and thereby eliminating the need for separate request for bids and authorizing the Mayor to execute any and all documents necessary to effect he demolition of the pool.**
2024-432 Jackie Wilson	**Receive communication from the City Manager and act on resolution authorizing and approving the purchase of new playground equipment and a splash pad to be installed at Brand Park from Landscape Structures, Inc. using Chemung County's Sourcewell Cooperative Contract and City's Sourcewell Membership Account for a total cost of $895,029.26 and authorizing the Mayor to sign contracts for the purchase of the items; said contracts subject to Corporation Counsel approval.**

OVERTIME REPORTS

2024-433
Gary Brinn

Receive communication from the City Manager and act on resolutions reporting the overtime for the Elmira Fire Department for pay periods 23 and 24 of 2024 in the amount of $24,964.24.

2024-434
Joseph Duffy

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 25 and 26 of 2024 in the amount of $7,622.54.

AUDITS

2024-435
Corey Cooke

Act on Anti Displacement Learning Network Grant Program Audit.

2024-436
Mayor Mandell

Act on Lead Hazard Reduction Grant Program Audit.

2024-437
Jackie Wilson

Act on Community Development Block Grant Program Audit.

2024-438
Joseph Duffy

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2024-439
Corey Cooke

Act on resolution to adjourn.

Respectfully Submitted,

Christina C. Rodriguez
City Clerk

Agenda Summary: Act on resolution dispensing with the minutes of the regular Meeting held on Monday, December 16, 2024.

Resolution Number: 2024-418

Sponsor: Gary Brinn

ATTACHMENTS

Beginning December 30.docx

December 30, 2024

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 30th day of December, 2024.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2024- ______

By Councilmember: ____________________________

RESOLVED, that the reading of the minutes of the Regular Meeting held December 16, 2024, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: PUBLIC HEARING for the purpose of receiving comments from the public regarding proposed 2025 Operating and Capital Budgets.

Resolution Number:

Sponsor:

ATTACHMENTS

resolution PH 2025 operating & capital budgets 12.30.2024.doc

December 30, 2024

PUBLIC HEARING

PUBLIC HEARING held this 30th day of December, 2024 for the purpose of receiving comments from the public regarding proposed 2025 Operating Budget and Capital Budget

APPEARANCES: OPEN:

In Favor Of:

Opposed:

Closed:

Agenda Summary: Receive communication from the Mayor and act on resolution to reappoint Talima Aaron, 902 Maple Avenue, Elmira as a Commissioner of the Cemetery Commission, term to expire December 31, 2028.

Resolution Number: 2024-419

Sponsor: Mayor Mandell

ATTACHMENTS

Cemetery Reappt Aaron.docx

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Council as a Whole

Dear Councilmembers:

Pursuant to Section 213 of the Charter of the City of Elmira, I am hereby recommending the reappointment of Talima Aaron, 902 Maple Avenue, Elmira, NY to the Woodlawn Cemetery Commission. Said term to expire December 31, 2028.

Respectfully yours,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION
NO. 2024 - ______

By Councilmember: ____

RESOLVED, that the communication from the Mayor announcing the reappointment recommendation of Talima Aaron, 902 Maple Avenue, Elmira, NY, as a Commissioner of the Woodlawn Cemetery Commission, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby concur with the reappointment of Talima Aaron as a Commissioner of the Woodlawn Cemetery Commission for a term ending December 31, 2028.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Receive communication from the Mayor to act on resolution for the reappointments of William McCarthy, 780 Perine Street, Elmira, and Caranell Parks, 361 Maxwell Place, Elmira to the City Zoning Board of Appeals, terms expiring December 31, 2030.

Resolution Number: 2024-420

Sponsor: Corey Cooke

ATTACHMENTS

Zoning Reappointments - McCarthy and Parks.docx

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Councilmembers:

Pursuant to Section 1010.2 (b) of the Zoning Ordinances of the City of Elmira, this is to report the reappointments to the City Zoning Board of Appeals whereby William McCarthy, 780 Perine Street, Elmira, and Caranell Parks, 361 Maxwell Place, Elmira, have been reappointed to serve terms expiring on December 31, 2030.

Respectfully,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION
NO. 2024 - ______

By Councilmember ________________________:

RESOLVED, that the communication from the Mayor announcing the reappointments of William McCarthy, 780 Perine Street, Elmira, and Caranell Parks, 361 Maxwell Place, Elmira, to the City Zoning Board of Appeals, terms expiring December 31, 2030, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby approve the reappointments to the City Zoning Board of Appeals.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Resolution Authorizing a Grant Application to Homes and Community Renewal for the Leading in Lead Prevention Pilot Program.
Resolution Number:	2024-421
Sponsor:	Jackie Wilson

ATTACHMENTS

Lead_Grant_Resolution__3_.docx

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira's Community Development Department has been administering the Chemung County Health Department *Leading in Lead Prevention Pilot Program.*

And, Homes and Community Renewal has now issued another round of funding under the Leading in Lead Program, and the referenced program can be applied for directly by the local municipality.

Based upon the recommendation of the Department of Community Development and the Chemung County Health Department, it is deemed that the City of Elmira should be the lead applicant for the current round of funding.

Families are eligible if they live in the zip codes of 14901 or 14904. If funding is received, the Department of Community Development will continue to work closely with Chemung County Health Department to administer the funds for these zip codes.

Respectfully yours,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION NO. 2024 -_______

RESOLUTION AUTHORIZING A GRANT APPLICATION TO HOMES AND COMMUNITY RENEWAL FOR *THE LEADING IN LEAD PREVENTION PILOT PROGRAM*

By Councilmember____________________________:

WHEREAS, New York State Homes and Community (HCR) Renewal Housing Trust Fund Corporation (HTFC) announced the availability of grant funds to be used towards property rehabilitation and renovation to address lead paint hazards; and

WHEREAS, New York State Homes and Community Renewal announced the availability of an anticipated Twenty Million Dollars ($20,000,000) in the State Fiscal Year (2025) budget for targeted zip codes in New York State; and

WHEREAS, the City of Elmira is a targeted area for lead prevention in zip codes 14901and 14904; and

WHEREAS, the City Council of the City of Elmira, New York, does hereby approve and support a grant application for a total request of Five Hundred and Eighty-Five Thousand and Three Hundred and Twenty-Six Dollars ($585,326.00) to be administered by the Department of Community Development; and

RESOLVED, that the communication from the City Manager announcing the availability of grant funds through New York State Homes and Community Renewal for the *Leading in Lead Prevention Pilot Program* be received and placed on file; and be it further

RESOLVED, that the Mayor is hereby authorized to accept any and all grant funds and sign the grant agreement allowing the Department of Community Development to administer and effectuate receipt of the grant funds; which agreement shall be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES **NAYS**

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

Agenda Summary: Receive communication from the City Manager and act on resolution retaining Foor & Associates Architects to perform a feasibility study for the Elmira Animal Shelter at a lump sum cost of $15,900.00.

Resolution Number: 2024-422

Sponsor: Gary Brinn

ATTACHMENTS

resolution foor & associates feasibility study animal shelter 12.30.2024.doc

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the City's undertaking of an assessment of the current Animal Shelter facility, City staff is recommending that a feasibility study of the Animal Shelter be conducted. The study will be based on the review and report by Cait Daly, Companion Animal Care Standards Act Consultant, along with requirements of NYS Article 26-C Regulation of Animal Shelters. Foor & Associates Architects has submitted a proposal to conduct the study for a lump sum fee of $15,900.00. The City's written purchasing policy provides that retention of professional services in excess of $10,000.00 must be approved by Council.

The following resolution authorizes the retention of Foor & Associates Architects at a cost not to exceed $15,900.00.

Respectfully submitted,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember ______________________:

RESOLVED, that the communication from the City Manager regarding the City's retention of Foor & Associates Architects to conduct a feasibility study for the Elmira Animal Shelter, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby retain Foor & Associates Architects to perform a feasibility study for the Elmira Animal Shelter at a lump sum cost of $15,900.00.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Receive communication from the City Manager and act on resolution approving and accepting the proposed donation from the Parish of the Most Holy Name of Jesus of outdoor exercise equipment and expressing its sincere appreciation to the Parish for the gift.
Resolution Number:	2024-423
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution donation outdoor exercise equipment 12.30.2024.doc

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Roman Catholic Parish of the Most Holy Name of Jesus owns real property at 1010 Davis Street in the City of Elmira. Located on a portion of the property is outdoor exercise equipment. The Parish has notified the City it would like to make a donation of the equipment to the City. The City's Buildings and Ground Director has examined the equipment and recommends that the City accept the donation. The Director will utilize City personnel to remove the equipment, relocate, and re-install it on City-owned property in close proximity to Fire Station #5 on Roe Avenue for use by City Firefighter personnel. The City also will be responsible to restore the area on Parish property to its natural condition.

The following resolution authorizes acceptance of the proposed donation.

Respectfully submitted,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____________________:

RESOLVED, that the communication from the City Manager regarding the donation by the Parish of the Most Holy Name of Jesus of outdoor exercise equipment, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby approve and accept the donation of outdoor exercise equipment; and be it further

RESOLVED, that the City Council expresses its sincere appreciation for the gift.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on resolution adopting Local Law #3 of 2024 regulating the unlicensed cannabis sales in the City of Elmira.

Resolution Number: 2024-424

Sponsor: Mayor Mandell

ATTACHMENTS

resolution local law #3 of 2024 - cannabis law - adopting 12.30.2024.doc

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember ______________________:

WHEREAS, a proposed Local Law entitled ***"A LOCAL LAW of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira",*** was duly presented by Council as a Whole for a first reading at a Regular Meeting of this Council held on December 2, 2024, and at said meeting of this Council was duly received, ordered printed in the minutes, copies thereof in its final form having been upon the desks of members of the Council for at least seven (7) calendar days, exclusive of Sunday, prior to this day, and a public hearing having been duly held on December 16, 2024, before the Council upon public notice provided by law, and the said proposed local law having been read in its final form at this meeting;

NOW, THEREFORE, be it

RESOLVED, that said proposed Local Law entitled ***"A LOCAL LAW No. 3 OF 2024 of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira"*** and reading as follows, be and hereby is adopted and enacted, to-wit:

LOCAL LAW NO. 3 OF 2024

A LOCAL LAW OF THE CITY OF ELMIRA, NEW YORK
REGULATING THE UNLICENSED CANNABIS
SALES IN THE CITY OF ELMIRA

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

Section 1. Purpose.

The New York State Legislature adopted, and the Governor signed into law legislation titled "Cannabis Law" pertaining to "unlicensed activity" regarding unlawful selling or "indirect selling" of cannabis and cannabis product without obtaining the statutorily required registration, license, or permit. The City did not "opt-out" from the lawful sale of cannabis and cannabis product with the expectation that the State Legislature would establish rules and regulations governing such activity. This Local Law is to regulate the selling of unlicensed cannabis or cannabis products without possessing the required registration, license, or permit with the New York State Office of Cannabis Management.

Section 2. Definition.

For purposes of this local law the following terms shall have the following meanings:

(a) "Person" means an individual, institution, corporation, limited liability company, partnership, government or governmental subdivision or agency, business trust, estate, trust, association, or any other entity pursuant to subdivision 40-a of Section 3 and Subdivision 3(a) of Section 131 of the New York State Cannabis Law.

(b) "Unlicensed activity" shall refer only to unlawfully selling cannabis, cannabis product, or any product marked or labeled as such without obtaining the appropriate registration, license, or permit therefore, or engaging in an indirect sale.

(c) "Indirect retail sale" means to give any cannabis, cannabis product, cannabinoid hemp, hemp extract product, or any product marketed or labeled as such by any person engaging in a commercial business venture or otherwise providing or offering goods or services to the general public for remuneration for such goods and/or services, where any such cannabis, cannabis product, cannabinoid hemp or hemp extract product, or any product marketed or labeled as such, accompanies (a) the sale of any tangible or intangible property; or (b) the provision of any service, including but not limited to entry to a venue or event, or a benefit of a membership to a club, association, or other organization, pursuant to Subdivision 46-a of Section 3 together with Subdivision 3(a) of Section 131 of the New York State Cannabis Law.

(d) "Place of business" shall not include a residence or other real property not otherwise held out as open to the public or otherwise being utilized in a business or commercial manner, nor any vehicle associated with the business, unless probable cause exists to believe that such residence, real property, or vehicle, is being used in such business or commercial manner for the unlicensed activity, as provided for by Subdivisions 3(a) and 3(b) of Section 131 of the New York State Cannabis Law, and as intended to be covered also by this Local Law.

Section 3. Authority.

Cannabis Law Section 131(b) is the State authority for the City to adopt this Local Law. Section 131(d) mandates that the Local Law contain provisions requiring actions and procedures the City must perform or provide for. These actions and procedures are set forth in Sections 5 and 6 herein below.

Section 4. Applicability.

The provisions of this Local Law and any rules, policies, and regulations established hereunder applies to any "person" conducting or engaged in an "unlicensed activity" as those terms are defined in Section 2 herein above.

Section 5. Designation.

Pursuant to Cannabis Law Section 131 Subdivision (3)(d)(ii), the City Manager, or his/her designee, is the local official who shall serve as the liaison to the Office of Cannabis Management and who shall fulfill the duties and responsibilities set forth in said subdivision including (a) updates to the directory are immediately incorporated into the local inspection process and coordinated with efforts to inspect such unlicensed businesses and related local enforcement efforts; (b) biweekly reporting requirements to the Office of Cannabis Management containing the information set forth in said subsection; serve as the primary contact for the Office's training program and sharing materials with other counties and cities regarding inspection and enforcement of unlicensed cannabis business; and file with the Office and procedures or regulation promulgated pursuant to this Local Law.

Section 6. Establishment of Complaint System.

The City Manager, or his/her designee(s), shall establish a system for receiving complaints of "unlicensed activity" within the City.

Section 7. Authorization for Implementation.

(a) The City Manager, all sworn City Police Officers, the Director of the City's Code Office, and City Code Enforcement Officers are hereby authorized to implement and enforce this Law now and as hereinafter may be amended.

(b) The City's Police Chief is authorized to carry out policies, operations, and administration of this Law in accordance with Subdivision 3 of Section 131 of the Cannabis Law.

Section 8. Inspection Procedures.

(a) The Sworn Members of the City of Elmira Police Department and the City Code Enforcement Department, and their designees, are authorized to conduct regulatory inspections of any place of business located within the city, including a vehicle used for such business, which is not listed on the directory maintained by the Office of Cannabis Management, pursuant to subdivision thirteen of section eleven of the New York State Cannabis Law.

(b) Any such regulatory inspection shall only occur during the operating hours of a place of business and be conducted for purposes of civil administrative enforcement with respect to premises lacking applicable registrations, licenses or permits issued pursuant to this law, and in furtherance of its purposes, provided that nothing herein shall limit any enforcement action under law when illegal activity is observed or occurs during such inspection.

(c) The City's Chief of Police shall implement procedures and policies sufficient to ensure that any regulatory inspections are conducted in a reasonable manner, are administrative in nature, and designed to detect administrative violations in furtherance of the regulatory scheme established pursuant to this section and designed to guarantee certainty and regularity of application. All procedures or regulations so promulgated must be filed with the New York Office of Cannabis Management.

<u>Section 9.</u> Violation Procedures.

The City Police Chief and City Code Officers, individually or together with their designees, as part of conducting regulatory inspections of any place of business not listed on the directory maintained by the office, shall have the authority to:

(a) Issue a notice of violation and order to cease unlicensed activity setting forth the nature of the unlawful conduct along with any fines or penalties for such conduct in amounts not to exceed the fines set forth in Section 10 below, and order any person who is unlawfully selling cannabis, cannabis product, or any product marketed or labeled as such without obtaining the appropriate registration, license, or permit therefor, or engaging in indirect retail sale, to cease such prohibited conduct, provided that any such notice of violation and order to cease unlicensed activity may only be issued against the business that is conducting the unlicensed activity or an individual owner of the business. Any notice of violation and order to cease unlicensed activity shall be served by delivery of the order to the owner of the business or other person of suitable age or discretion in actual or apparent control of the premises at the time of the inspection and shall be posted at the building or premises that have been sealed, secured, and closed. A copy of the order shall also be mailed to any address for the owner of the business at any address provided by the person to whom such order was delivered pursuant to this paragraph;

(b) Seize any cannabis, cannabis product, or any product marketed or labeled as such, found in the possession of a person engaged in the conduct described in clause (a) of this subparagraph and in their place of business, including a vehicle used for such business, providing that the business that is conducting the unlicensed activity or an individual owner of the business, maintain documentation of the chain of custody of such seized products, and ensure that such products are properly stored, catalogued, and safeguarded until such time as they may properly be destroyed by the City;

(c) Issue an order to seal the building or premises of any business engaged in unlicensed activity, when such activity is conducted, maintained, or permitted in such building or premises, occupied as a place of business subject to the procedures and requirements set forth in Section 11 herein;

(d) Seek injunctive relief against any person engaging in conduct in violation of this section, including through an action pursuant to Section 16-a of the New York State Cannabis Law;

(e) Defendant/Respondent obligation to provide a statement: Before a hearing following a notice of violation or order to seal hearing, a respondent or defendant shall provide, within five days after a demand or sooner if a hearing is scheduled less than five days from the date of demand, a verified statement setting forth:

i. If the responding party is a natural person, such party's: (1) full legal name; (2) date of birth; (3) current home or business street address; and (4) a unique identifying number from: (A) an unexpired passport; (B) an unexpired state driver's license; or (C) an unexpired identification card or document issued by a state or local government agency or tribal authority for the purpose of identification of that individual;

ii. If the responding party is a partnership, limited liability partnership, limited liability company, or other unincorporated association, including a for profit or not-for-profit membership organization or club, the information required pursuant to subparagraph (i) of this section for all of its partners or members, as well as the state or other jurisdiction of its formation;

iii. If the responding party is a corporation, its state or other jurisdiction of incorporation, principal place of business, and any state or other jurisdiction of which that party is a citizen;

iv. If the responding party is not an individual, in addition to any information provided pursuant to subparagraphs (ii) and (iii) of this section, and to the extent not previously provided, each beneficial owner of the responding party by: (A) full legal name; (B) date of birth; (C) current home or business street address; and (D) a unique identifying number from: (1) an unexpired passport; (2) an unexpired state driver's license; or (3) an unexpired identification card or document issued by a state or local government agency or tribal authority for the purpose of identification of that individual. As used in this section, the term "beneficial owner" shall have the same meaning as defined in 31 U.S.C. § 5336(a)(3), as amended, and any regulations promulgated thereunder.

<u>Section 10.</u> Penalty.

Any person who engages in the unlawful sale of (directly or indirectly) cannabis, cannabis products, medical cannabis, or cannabinoid hemp or hemp extract products or any product marketed or labeled as such, or in indirect retail sales, shall be subject to a civil penalty of not less than one hundred dollars and not more than ten thousand dollars for each day during which such violation continues, with a maximum penalty of no more than twenty-five thousand dollars; and, that such penalty may be recovered by an action or proceeding in a court of competent jurisdiction brought by the Corporation Counsel to enforce a notice of violation based on said violation.

Section 11. Authority to Seal.

The City Police Chief and/or the City Code Director may issue an order to seal the building or premises of any business engaged in unlicensed activity, when such activity is conducted, maintained, or permitted in such building or premises, occupied as a place of business per the following:

(a) The officer or agency may issue an order to seal with an immediate effective date if such order is based upon a finding by the City officer of an imminent threat to the public health, safety, and welfare;

(b) Any order to seal shall be served by delivery of the order to the owner of the business or other person of suitable age or discretion in actual or apparent control of the premises at the time of the inspection and shall be posted at the building or premises that have been sealed, secured and closed. A copy of the order shall also be mailed to any address for the owner of the business provided by the person to whom such order has delivered pursuant to this paragraph. The order shall remain in effect pending a hearing and final determination of a court, or until such order is vacated by the City officer pursuant to the local law adopted pursuant to this subdivision. An order to seal shall explicitly state that a request for a hearing may be submitted in writing to the city attorney as applicable within seven days. Upon receiving such a request for a hearing, the city attorney shall file a copy of the request with the clerk of the Elmira City Court;

(c) The court that receives notice of a request for a hearing from a city attorney shall fix the date of such hearing no later than three business days from the date such notice is received by the court and provide notice to the parties of the date, time, and location of the hearing. Upon such date, or upon such other date to which the proceeding may be adjourned by agreement of the parties, the court shall hear testimony and receive evidence presented by the parties. The City and the person that requested the hearing shall be parties to the proceeding. Within four business days of the conclusion of the hearing, the court shall make a determination as to:

  i. whether the person upon which the order to seal was issued was engaged in unlicensed activity;

ii. if the person is found to have engaged in unlicensed activity, then whether such unlicensed activity presents an imminent threat to public health, safety and welfare according to Subdivision 4 of Section 138-b of the New York State Cannabis Law; and

iii. whether the unlicensed activity as described in this section is more than a *de minimis* part of the business activity on the premises or in the building to be sealed pursuant to the order. However, when an order to seal has been issued upon a second or subsequent inspection in which unlicensed activity is confirmed to be continuing more than ten calendar days after a notice of violation and order to cease unlicensed activity was previously issued, the court need only determine: (i) whether the person upon which the order to seal was issued was engaged in unlicensed activity; (ii) whether a notice of violation and order to cease unlicensed activity had been issued eleven or more days prior to the issuance of the order to seal; and (iii) whether the order to seal was issued in compliance with paragraph (a) of subdivision six of Section 138-b of the New York State Cannabis Law of this article. If the court determines that an order to seal was not properly issued, the court shall vacate such order. If the court is satisfied that an order to seal was properly issued, the court may render a judgment affirming the issuance of an order to seal, and direct the closing of the building or premises by any police officer or peace officer with jurisdiction to the extent necessary to abate the unlicensed activity and shall direct any police officer or peace officer with jurisdiction to post a copy of the judgment and a printed notice of such closing conforming to the requirements of this section. The closing directed by the judgment shall be for such period as the court may direct but in no event shall the closing be for a period of more than one year from the posting of the judgment provided for in this section. Failure of a party that requested a hearing to appear at the hearing will result in a default and order of sealing to remain in effect for such period as the court may direct but in no event shall the order be in effect for a period of more than one year from the posting of the judgment unless otherwise vacated pursuant to the local law adopted pursuant to this subdivision.

(d) As required by subsection (d)(vi)(D) of Subdivision 3 of Section 131 of the New York State Cannabis Law, which mandates that this law shall include, without alteration the provisions of subdivisions four through twelve of section one hundred thirty-eight-b of the New York State Cannabis Law, provided however that the Ccity shall be permitted to substitute the officer authorized by the City to conduct regulatory inspections pursuant to this subsection for any reference to the office or board, those provision appear hereunder (with the same numbering as in that statute, irrespective of the order of this Local Law).

Section 12. Additional Authority to Enforce.

In addition to the Authority granted to the City Manager, the City Police Chief and the City Code Officers in Section 7 by this Local Law, City Officials and/or Department(s) are authorized to engage, acting together or individually, via any of their designees, deputize other local municipal code officials through an inter-municipal agreement to implement and enforce this law and any rules and regulations, etc., subsequently adopted to otherwise carry out these policies, operations and administration, in accordance with Subdivision 3 of Section 131 of the New York State Cannabis Law.

Section 13. Severability.

If any section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof that can be given effect without the invalid provision, but shall be confined in its operation to the section thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 14. Effective Date.

This Local Law shall take effect upon adoption, filing with the Secretary of State, and a copy of this Local Law shall be filed with the New York Office of Cannabis Management and the effective date of this Local Law shall not become effective until ten days after it is filed with the Office.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on Ordinance to amend Chapter 10, Article VII, Section 10-274 of the Code of Ordinances of the City of Elmira, New York, as amended.

Resolution Number: 2024-425

Sponsor: Gary Brinn

ATTACHMENTS

Ord to Amend Section 10-274 rental housing annual registration fee 12.30.2024.doc

December 30, 2024

ORDINANCE
NO. 2024 - ___

AN ORDINANCE TO AMEND CHAPTER 10, ARTICLE VII, SECTION 10-274 OF THE CODE OF ORDINANCES OF THE CITY OF ELMIRA, NEW YORK, AS AMENDED

By Councilmember ____________________________:

BE IT ORDAINED, by the City Council of the City of Elmira, New York, duly convened at a regular session this 30th day of December, 2024, as follows:

Section 1. Chapter 10, Article VII, Section 10-274(a) shall be and is hereby amended to read as follows:

> If an owner files a registry form on or after January 1, 2025, the owner shall pay a registration fee of $125.00.

Section 2. Chapter 10, Article VII, Section 10-274(b) shall be and is hereby amended to read as follows:

> There shall be no filing fee for an owner filing an amended registry form pursuant to section 10-273(a)(8).

Section 3. Chapter 10, Article VII, Section 10-274(c) shall be and is hereby amended to read as follows:

> Effective January 1, 2025 and each calendar year thereafter, the owner shall pay an annual registry fee of $50.00 for one- and two-family rentals. For rentals comprising more than two units, the owner shall pay an annual registry fee of $25.00 per unit.

Section 4. Chapter 10, Article VII, Section 10-274(d) shall be and is hereby amended to read as follows:

> Should the annual fee remain unpaid as of March 1, the city chamberlain shall add the unpaid fee as a separate line item to the city tax bill issued that year for the property upon which the structure is located and said unpaid fee shall constitute a lien upon such real property. If no city tax is issued to the owner, the corporation counsel is authorized to commence a civil action to recover the unpaid fee.

<u>Section 5.</u> Chapter 10, Article VII, Section 10-274(e) shall be and is hereby repealed.

<u>Section 6.</u> All ordinances and parts of ordinances hereto passed which are in conflict or inconsistent with any provision of this ordinance are hereby repealed.

<u>Section 7.</u> **Effective Date.** This ordinance shall take effect immediately upon adoption and publication according to law.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a Consulting Agreement between the City and Perry & Carroll, Inc. to provide various insurance consulting services at an annual fee of $75,000 retroactive to August 1, 2024 and authorizing the Mayor to sign said Agreement; said Agreement subject to Corporation Counsel approval.
Resolution Number:	2024-426
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution perry & carroll consulting agmt 12.30.2024.doc

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Perry & Carroll, Inc. (Company) has and continues to provide to the City instrumental services regarding insurance coverages. For example, it was and continues to be an essential consultant regarding medical/hospital insurance coverages to replace those provided by Chemung County. In addition, the Company has and continues to provide consultation with respect to the various insurance coverages protecting the City's interests. The Company has been providing these services since the early part of this calendar year. As consideration for such services, the Company is proposing an annual consulting fee of $75,000.00 retroactively commencing on August 1, 2024.

The following resolution approves and authorizes the Consultant Agreement as proposed by Perry & Carroll, Inc.

Respectfully submitted,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____________________:

RESOLVED, that the communication from the City Manager regarding the City's entry into a Consulting Agreement with Perry & Carroll, Inc. to provide insurance consulting services, including but not limited to, renewal of annual insurance carrier projections, periodic plan financial reports, and legislative and corporate compliance support services, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby approve the City entering into a Consulting Agreement with Perry & Carroll, Inc. to provide various insurance consulting services for an annual fee of $75,000.00 retroactive to August 1, 2024; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign said Consulting Agreement subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Act on resolution accepting approval by the Consortium Board of Directors for the City to become a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC) effective January 1, 2025 and authorizing the Mayor to sign the 2025 Amendment to the Municipal Cooperative Agreement of GTCMHIC, a copy of which it attached hereto; said Amendment subject to Corporation Counsel approval.
Resolution Number:	2024-427
Sponsor:	Gary Brinn

ATTACHMENTS

resolution greater tompkins county insurance consortium approve 2025 amendment 1.1.2025 - 12.30.2024.docx
tompkins county municipal health insurance consortium agmt 2025 12.30.2024.pdf

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember ____________________:

WHEREAS, the City of Elmira 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 City of Elmira 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 City Council of the City of Elmira, New York hereby accepts membership effective January 1, 2025 and authorizes the Mayor 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; said Amendment subject to the approval of Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

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 1st 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)

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

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.

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.

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 <u>October 1st</u> 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).

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), the Board 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.

b. To have a plan consultant (the "Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1^{st} of each year.

c. To determine and notify each Participant prior to October 15^{th} of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1^{st}.

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.

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

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)(s), will do so at it's 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 1st 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.

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^{th}) anniversary of the Effective Date and on the fifth (5^{th}) 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^{st} 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^{st}, 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^{st} 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.

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.

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.

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. (Note: E-Signatures are not accepted)

City of Elmira
Municipality

Daniel J. Mandell, Jr.
Printed Name of Chief Elected Official or Chief Officer

Mayor
Title

Signature

December , 2024
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

Total Number of Participants	Total Number of At-Large Labor Representatives
< 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

Agenda Summary:	Receive communication from the City Manager and act on resolution approving the attached Memorandum of Understanding between the City of Elmira and Elmira Professional Firefighters' Association, Local 709, Elmira, NY providing for amendments to portions of Article 35 of the Current Collective Bargaining Agreement necessitated by the City joining the Greater Tompkins County Municipal Health Insurance Consortium and authorizing the Mayor to sign the Memorandum of Understanding.
Resolution Number:	2024-428
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution local 709 firefighters memo of understanding new health insurance 1.1.2025 - 12.30.2024.doc
MOU between Local 709 and City new health insurance Tompkins Co Municipal Health Insurance Consortium 2025.pdf

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

With the City joining the Greater Tompkins County Municipal Health Insurance Consortium effective January 1, 2025, it is necessary to amend portions of the City Collective Bargaining Agreement (CBA)with Elmira Professional Firefighters' Association, Local 709, Elmira, New York. The attached resolution authorizes the Memorandum of Understanding between the City and Local 709 regarding the necessary amendments to Article 35 of the current CBA.

Respectfully submitted,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____________________:

RESOLVED, that the communication from the City Manager regarding a Memorandum of Understanding between the Elmira Professional Firefighters' Association, Local 709, Elmira, New York and the City of Elmira, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby approve the attached Memorandum of Understanding providing for amendments to portions of the Article 35 of the current Collective Bargaining Agreement necessitated by the City joining the Greater Tompkins County Municipal Health Insurance Consortium; and be it further

RESOLVED, the Mayor be and is hereby authorized to sign the Memorandum of Understanding.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

MEMORANDUM OF UNDERSTANDING BETWEEN ELMIRA PROFESSIONAL FIREFIGHTERS LOCAL 709 AND CITY OF ELMIRA

This Memorandum of Understanding dated December ___, 2024, memorializes the Agreement of the following parties:

THE CITY OF ELMIRA, NEW YORK, a municipal corporation having the principal office at 317 East Church Street, Elmira, New York 14901 (hereinafter referred to as "City"), and

THE ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 709, ELMIRA, NEW YORK (hereinafter referred to as "Local 709"),

WITNESSETH:

WHEREAS each party wishes to update Article 35 of the Collective Bargaining Agreement (Health Insurance) to reflect the agreed change of Health Insurance Policy to be provided by the City to employees in Local 709,

NOW, THEREFORE, the parties agree as follows:

1. This Memorandum of Understanding amends the Collective Bargaining Agreement (hereinafter referred to as the "CBA") between the City and Local 709, but only to the extent of the hereinafter stated changes to Article 35 (Health Insurance), and Annex E (Summary of Benefits); in all other respects, the remaining terms of Article 35 and 36.5 and all of the other Articles, provisions, annexes, and appendices of the CBA are continued in full force and effect. It is the party's intention to have the terms and conditions changed in Article 35 and Annex E described in this MOU apply to the retiree's terms and conditions and any monetary references recited in Annex H-1.

2. Article 35 (Health Insurance) is amended in the following particulars:

   a. Article 35.2 is revised to read as follows:

Insurance Plan: Effective January 1, 2025, the health insurance plan for all employees represented by this Association will be the BC/BS Platinum Copay Plan (hereafter "Plan"). The plans will be amended to include unlimited therapy visits of all descriptions.

The City reserves the right to change carriers, or to self-fund, and/or offer alternative plans in place of the "Plan", but, in any event, whether a change in "The Plan" or if the City desires to adopt or change to another plan, the City expressly agrees not to diminish the hospital plan, medical plan, prescription drug plan, dental plan, and vision plan coverage Local 709 members and families have enjoyed prior to the effective date of the changes in coverage described herein. The health care plans known as BC/BS Platinum Copay Plan beginning January 1, 2025, with any and all attachments, exhibits, and/or riders or other supplementary provisos shall be what the City offers to its eligible employees and their families, and shall be set out in full in the Excellus BC/BS Platinum Copay Plan "Summary of Benefits and Coverage" the same as if fully set out herein. The current agreed upon medical insurance "Plan" shall be fully enforceable under the parties' contract remedial provisions, including but not limited to the grievance/arbitration provisions, and a hard copy of said BC/BS Platinum Copay Plan and any and all attachments, exhibits, riders, or other supplementary or other provisos shall be made available and furnished to each eligible bargaining unit member.

In the event that the Union believes that the City has violated the provision of this Agreement that prohibits no diminution of the hospital plan, medical plan, prescription drug plan, dental plan, and vision plan coverage that the City promises herein, the parties agree that such dispute shall immediately be referred to the named arbitrator below who can conduct the arbitration hearing at the earliest date of availability for all parties. The parties agree to the following named arbitrator:

Judith LaManna

All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of the Collective Bargaining Agreement.

The City and Local 709 shall share the cost of the arbitrator equally.

In no event shall any change(s) and/or modification(s) in the then current plan and its benefits be implemented until such time as an arbitration award has been issued which permits the City to change the plan and/or its benefits.

b. Article 35.3 is revised to read as follows:

Prescription Drug Co-pays; Effective January 1, 2025, the Platinum Copay Plan drug plan shall obligate the covered employee to change to a new three-tier co-pay of $5 for tier one, $35 for tier two, and $70 for tier three.

c. Article 35.7(f) is revised to read as follows:

Employees are required to use the City's Pharmacy Benefit Manager, Express Scripts, for mandatory mail order to dispense all prescription maintenance drugs. For dispensing of mail order prescriptions, the employee is required to pay one copay for mail order prescriptions for each 90-day period at the costs of $10/$70/$140 under Platinum Copay Plan,

d. Article 35.10 is revised to read as follows:

Modification of out of pocket in network and out of network expenses: The City shall have the sole responsibility, whether directly, or by reimbursement, to pay any and all out of pocket healthcare expenses referenced herein associated with any member or family member of the Local 709 whether in network or out of network.

Effective January 1, 2025, out of pocket expenses above two thousand dollars ($2000) for Platinum Copay single plan and out of pocket expenses above six thousand dollars ($6000) for Platinum Copay Family Plan shall be reimbursed to Local 709 members and/or their families. This reimbursement is provided only if the member notifies the City in writing as described herein.

In order for the City to make these reimbursed payments, the members of the Local 709 must notify the City's Personnel Department in writing within forty-five (45) days after receipt of an explanation of benefits of the in network and/or out of network provider's cost that is above the limit of two thousand dollars ($2000.00) for single plan Platinum Copay Plan and six thousand dollars ($6000.00) for family plan Platinum Copay Plan. The parties agree that the City may need to access confidential HIPAA protected medical/personal information when making a payment under this agreement. Local 709 agrees that in order for the City to make a payment when notified the member will have to also provide the City with a fully executed HIPAA authorization form. Such authorization must be included in the notification in writing that is required within forty-five (45) days after receipt of the explanation of benefits.

e. Article 35.11 is revised to read as follows:

Health Reimbursement Account: Effective January 1, 2025, under BC/BS Platinum Copay Health Plan, the City shall establish the health insurance benefit known as the Health Reimbursement Account for each Local 709 Member and/or their families enrolled in the health insurance plan. The amount of the HRA shall be two thousand dollars ($2000) for those on the single coverage plan, and six thousand dollars ($6000) for those on the family coverage plan. The Health Reimbursement Account for each member of this Association shall be renewable each year in accordance with section 3 of the MOU dated October 7, 2015

IN WITNESS WHEREOF, the parties by their signatures acknowledge their agreement this ____ day of December 2024.

____
Joseph M. Heverly
President Local 709

____
Daniel J. Mandell, Jr.
Mayor
Resolution No. 2024-_____

Agenda Summary:	Receive communication from the City Manager and act on resolution approving an agreement between the County and City for the 2025 calendar year whereby the City shall provide to the County services consisting of the operation of Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed $237,000.00 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2024-429
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution city-county DSS full time inv and youth court 2025 agmt 12.30.2024.doc

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City and the County have previously entered into a contract whereby the City conducted the Youth Court, and the City provided a full-time police officer as a Fraud Investigator for the Department of Social Services. The current contract expires December 31, 2024. The City and County wish to renew this contract for calendar year 2025, which contract provides that the County will pay the City the sum of $237,000.00 for these services.

The following resolution authorizes the agreement and further authorizes the Mayor to execute the agreement.

Respectfully yours,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 – ______

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding the agreement between the County of Chemung and the City of Elmira regarding certain services to be provided by the City in consideration for payment by the County, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby approve the agreement between the County of Chemung and the City of Elmira effective from January 1, 2025 and terminating December 31, 2025, whereby the City shall provide to the County services consisting of the operation of the Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed $237,000.00 for the year 2025 and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute said agreement; the agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Receive communication from the City Manager and act on resolution accepting the sole bid meeting all bid specifications and award of a contract to United Uniform Distribution LLC in the total amount of $10,195.71 for holster pouch equipment for the Elmira Police Department and authorizing the Mayor to sign such documents necessary to effect this award, a copy of the bid summary is attached hereto.
Resolution Number:	2024-430
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution bid award to united uniform distribution EPD holster pouches 12.30.2024.docx
RFB-334 Holster Pouch EPD bid summary 12.30.2024.pdf

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with RFB-334 Holster Pouch for City of Elmira Police Department bids, the sole bid was opened on December 3, 2024. Police Chief Kristen Thorne has recommended awarding this contract to the sole bidder United Uniform Distribution, LLC of Buffalo in the amount of $10,195.71. A copy of the bid summary sheet is attached.

The following resolution awards the contract to United Uniform Distribution, LLC of Buffalo.

Respectfully yours,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ________________________:

RESOLVED, that the communication from the City Manager regarding the award of a contract to United Uniform Distribution, LLC for holster pouch equipment for the Elmira Police Department, be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, York hereby accepts the bid of United Uniform Distribution, LLC of Buffalo in the total amount of $10,195.71, said bidder being the sole bidder meeting bid specifications as outlined on the attached bid summary; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign such documents as necessary to effect this award.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

CHEMUNG COUNTY-CITY OF ELMIRA
PURCHASING DEPARTMENT

RFB-334 Holster Pouch for Cityof Elmira Police Department

12/3/2024

Bidders		United Uniform Distribution LLC	
surety		no bid bond or surety	
Bid Items	est qty	unit price	total bid price
636ORDS holster-als/sls,level III w/light(tlr-7)/glock 45 mos/r hand/stx tactical skusl-636ords-28327-131 or approved equal	49	160.88	$7,883.12
7378rds-7ts als concealment paddle& belt loop combo holster-glock 45 mos/streamlightlr-7/7a/flex/large enclosed emitters/r hand sku 1328779 or approved equal	14	110.81	$1,551.34
open top doubke mag pouch/glock22G5/45 mos size 5/stx tactical sku sl-75-83-13 or approved equal	29	26.25	$761.25

Agenda Summary:	Receive communication from the City Manager and act on resolution accepting the bid of John F & John P Wenzel Contractors, Inc. for the demolition of the Brand Park pool at a cost to the City of $93,640.00; said bid being entered through the County's General Construction Contract for 2024-2025 and thereby eliminating the need for separate request for bids and authorizing the Mayor to execute any and all documents necessary to effect he demolition of the pool.
Resolution Number:	2024-431
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution demolition of brand park pool wenzel 12.30.2024.doc

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County of Chemung has a General Construction contract for 2024-2025 with specific general contractors. With the City utilizing the County's General Construction Contract, John F & John P Wenzel Contractors, Inc. submitted the lowest bid for the demolition of Brand Park pool at a cost to the City of $93,640.00.

The following resolution authorizes the City to contract with John F & John P. Wenzel Contractors, Inc. for the demolition of the Brand Park pool.

Respectfully submitted,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____________________:

RESOLVED, that the communication from the City Manager regarding the demolition of Brand Park pool, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby accept the bid of John F & John P Wenzel Contractors, Inc. for the demolition of the Brand Park pool at a cost to the City of $93,640.00; said bid being entered through the Chemung County's General Construction Contract for 2024-2025, thereby eliminating the need for a separate request for bids; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents necessary to effect the demolition of the pool.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing and approving the purchase of new playground equipment and a splash pad to be installed at Brand Park from Landscape Structures, Inc. using Chemung County's Sourcewell Cooperative Contract and City's Sourcewell Membership Account for a total cost of $895,029.26 and authorizing the Mayor to sign contracts for the purchase of the items; said contracts subject to Corporation Counsel approval.
Resolution Number:	2024-432
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution playground splash pad equipment landscape structures Brand Park 12.30.2024.doc

December 30, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Upon demolition of the Brand Park Pool, improvements will be made to the Park consisting of new playground equipment and a splash pad. Utilizing the County's Sourcewell Cooperative Contracts, total price for both the playground equipment and splash pad total $895,029.26.

The following resolution authorizes the purchase of the playground equipment and splash pad through Sourcewell Cooperative Contracts.

Respectfully submitted,

P. Michael Collins
City Manager

December 30, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember ______________________:

RESOLVED, that the communication from the City Manager regarding the City's purchase of new playground equipment and a splash pad to be installed at Brand Park, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby authorize and approve the purchase of new playground equipment and a splash bad from Landscape Structures, Inc. using Chemung County's Sourcewell Cooperative Contract (010521-LS1) and the City's Sourcewell Membership Account (No. 110199) for a total cost of $895,029.26; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign contracts for the purchase of the items set forth above; said contracts to the subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Receive communication from the City Manager and act on resolutions reporting the overtime for the Elmira Fire Department for pay periods 23 and 24 of 2024 in the amount of $24,964.24.
Resolution Number:	2024-433
Sponsor:	Gary Brinn

ATTACHMENTS

RESOLUTION 123024a.docx
23-24 2024.docx

December 30, 2024

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 23 and 24 of 2024.

It is respectfully recommended that the City Council authorize the payment of $24,964.24 for pay periods 23 and 24 of 2024 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2024-___________

By Councilmember ___________________________

RESOLVED, that the communication from the City Manager dated December 30, 2024 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 23 and 24 of 2024 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 23 and 24 of 2024 in the amount of $24,964.24 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

ELMIRA FIRE DEPARTMENT
2024
BREAKDOWN OF OVERTIME PAY PERIODS 23 and 24

DESCRIPTION	**HOURS**	**AMOUNT**
SICK	211.25	10,784.69
PERSONAL	18.00	1,331.82
BEREAVEMENT	24.00	1,441.80
*FIRE RECALL	181.80	9,959.47
*FIRE INVESTIGATION	8.50	499.84
~EMERGENCY RECALL	15.00	946.62
TOTAL	**458.55**	**24,964.24**

* WEST CHURCH FIRE
LAKE AVE FIRE
WEST CLINTON FIRE

~ HARRIS HILL ROPE RESCUE

Agenda Summary: Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 25 and 26 of 2024 in the amount of $7,622.54.

Resolution Number: 2024-434

Sponsor: Joseph Duffy

ATTACHMENTS

RESOLUTION 123024b.docx
25-26 2024.docx

December 30, 2024

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 25 and 26 2024.

It is respectfully recommended that the City Council authorize the payment of $7,622.54 for pay periods 25 and 26 of 2024 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2024-___________

By Councilmember ____________________________

RESOLVED, that the communication from the City Manager dated December 30, 2024 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 25 and 26 of 2024 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 25 and 26 of 2024 in the amount of $7,622.54 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

ELMIRA FIRE DEPARTMENT
2024
BREAKDOWN OF OVERTIME PAY PERIODS 25 and 26

DESCRIPTION	HOURS	AMOUNT
SICK	70.75	3,596.01
PERSONAL	36.00	2,240.52
JURY DUTY	4.25	164.60
UNION BUSINESS	9.00	482.83
*FIRE RECALL	16.75	978.16
*FIRE INVESTIGATION	2.80	131.94
~HELD OVER	.50	28.48
TOTAL	**140.05**	**7,622.54**

* WEST HENRY ST FIRE
EAST SECOND ST FIRE

~ CALL NEAR END OF SHIFT

Agenda Summary: Act on Anti Displacement Learning Network Grant Program Audit.

Resolution Number: 2024-435

Sponsor: Corey Cooke

ATTACHMENTS

12-30-2024 audit (ADLN).docx

December 30 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- ANTI DISPLACEMENT LEARNING NETWORK
RESOLUTION NO. 2024-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$10,075.00** they are hereby audited for payment for the Anti Displacement Learning Network grant, December 30, 2024

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS	
	Councilmember Moss		
	Councilmember Wilson		
	Councilmember Cooke		
	Councilmember Brinn		
	Councilmember Grasso		
	Councilmember Duffy		
	Mayor Mandell		

Acct. Name	Payee	Item	Amount
ADLN Grant	Hughes Structures	See attachment for additional information	$ 10,000.00
Recording Fee	Chemung County Clerk		$ 75.00
		TOTAL	**$10,075.00**

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

Resolution Number: 2024-436

Sponsor: Mayor Mandell

ATTACHMENTS

12-30-2024 audit (LEAD).doc

December 30, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2024-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$50,932.20** are hereby audited for payment for the LEAD Hazard Reduction Grant, December 30, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES **NAYS**

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

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	$ 4,000.00
Payroll Expenses	ADP	invoice # 672536191	$ 17.80
Payroll Expenses	ADP	invoice # 677263816	$ 33.90
Filing Fee	Chemung County Clerk	See attachment for additional information	$ 350.50
LEAD Grant	Hughes Structures	See attachment for additional information	$ 4,500.00
LEAD Grant	Hughes Structures	See attachment for additional information	$ 42,030.00
		TOTAL	**$ 50,932.20**

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

Resolution Number: 2024-437

Sponsor: Jackie Wilson

ATTACHMENTS

12-30-2024 audit (CDBG;HOME).docx

December 30, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2024-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$138,497.28** they are hereby audited for payment for the Community Development Block Grant, December 30, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll (Rehab and Admin)	Payroll	Payroll not to exceed	$58,000.00
Recording Fee	Chemung County Clerk	See attachment for additional information	$627.50
CDBG Grant	Ben Miller Contracting	See attachment for additional information	$16,007.00
Telephone	City Chamberlain	invoice # 2024-31	$31.22
Payroll (Rehab and Admin)	ADP	invoice # 2677263816	$67.80
FTHB Inspection Fee	Precision Home Inspection	invoice #112224JM1	$500.00
Victims Services	City Chamberlain	invoice #2024-91	$3,050.00
Payroll (Rehab and Admin)	ADP	invoice # 672536191	$53.40
CDBG Grant	Ben Miller Contracting	See attachment for additional information	$24,795.00
CDBG and HOME Grant	Ben Miller Contracting	See attachment for additional information	$14,200.00
CDBG Grant	West Construction	See attachment for additional information	$21,090.00
Office Supplies	City Chamberlain	invoice #2024-92	$75.36
		TOTAL	**$138,497.28**

Agenda Summary: Act on Audit.

Resolution Number: 2024-438

Sponsor: Joseph Duffy

ATTACHMENTS

Cover Sheet.pdf
Backup Part 1.pdf
Backup Part 2.pdf

DATE: December 30th, 2024

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:	$220,355.00
CAPITAL FUNDS:	$4,545.37
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$224,900.37
OTHER PAYMENTS:	
PAYROLLS W/E December 29th, 2024	$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$18,350.37
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$768,350.37

GRAND TOTAL PAYMENTS:	$993,250.74
	===============

RESOLUTION NO. 2024-

By Councilmember ______________________________

RESOLVED, that the bills and the payrolls in the amount of be and they hereby are audited and approved for payment, when in funds. $993,250.74

ADOPTED BY THE FOLLOWING VOTE:

AYES----	------ --	--------NAYS
________	COUNCILMEMBER MOSS	________
________	COUNCILMEMBER WILSON	________
________	COUNCILMEMBER COOKE	________
________	COUNCILMEMBER BRINN	________
________	COUNCILMEMBER GRASSO	________
________	COUNCILMEMBER DUFFY	________
________	MAYOR MANDELL	________

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/30/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206304	Accounts Payable	ADP	4,870.19

Invoice	Date	Description	Check Sort Code	Amount
677263025	12/17/2024	CLIENT NUMBER 262059		1,986.48
677263742	12/17/2024	CLIENT#262059		1,126.51
677263776	12/17/2024	CLIENT NUMBER 262059		1,757.20

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206305	Accounts Payable	AIR CLEANING SYSTEMS, INC.	1,327.00

Invoice	Date	Description	Check Sort Code	Amount
20087	12/19/2024	PREVENTATIVE MAINTENANCE - PLYMOVENT		1,327.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206306	Accounts Payable	AIRGAS EAST	106.00

Invoice	Date	Description	Check Sort Code	Amount
5512371083	12/19/2024	AIRGAS Medical Oxygen BPO		106.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206307	Accounts Payable	ALPS ELEVATOR INSPECTION SVCS	120.00

Invoice	Date	Description	Check Sort Code	Amount
53594	11/29/2024	INSPECTION CITY HALL		120.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206308	Accounts Payable	AMARI HADLOCK	44.00

Invoice	Date	Description	Check Sort Code	Amount
TRAINING 1/6	12/17/2024	2 LUNCHES		44.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206309	Accounts Payable	AMAZON CAPITAL SERVICES INC	226.52

Invoice	Date	Description	Check Sort Code	Amount
1VJC-7L63-FH4M	12/17/2024	2024 BLANKET PO PGB1989		75.36
1QFH-XFC6-6LND	12/16/2024	BLANKET FOR HARDWARE & TOOLS		41.55
1J7T-14ML-C44V	12/19/2024	AMAZON Blanket PO		39.62
1JMH-XYRY-9Q69	12/19/2024	2024 BLANKET PO PGB1989		69.99

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206310	Accounts Payable	AMS PHYSICIAN BILLING	1,627.00

Invoice	Date	Description	Check Sort Code	Amount
DEC 16 2024	12/19/2024	EMPLOYEE PHYSICALS		1,627.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206311	Accounts Payable	AT&T	183.81

Invoice	Date	Description	Check Sort Code	Amount
1180617642	12/17/2024	ACCT#1000-810-0850		183.81

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206312	Accounts Payable	Auto Zone	119.96

Invoice	Date	Description	Check Sort Code	Amount
02950098595	12/04/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		68.99
02950098601	12/04/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		50.97

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206313	Accounts Payable	BANFIELD BAKER CORPORATION	288.00

Invoice	Date	Description	Check Sort Code	Amount
6958	11/21/2024	STRAW FOR MANGER		288.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206314	Accounts Payable	BEAM MACK	193.75

Invoice	Date	Description	Check Sort Code	Amount
381167E	12/10/2024	Automotive Parts		193.75

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/30/2024	206315	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.	9.18

Invoice	Date	Description	Check Sort Code	Amount

Invoice	Date	Description	Check Sort Code	Amount
382546	11/27/2024	BLANKET FOR SUPPLIES AND MATERIALS		9.18

Check 12/30/2024 206316 Accounts Payable CHAMPION FASTENERS 1,082.42

Invoice	Date	Description	Check Sort Code	Amount
101161	12/11/2024	MISC. PARTS/HARDWARE		326.14
101163	12/11/2024	Parts & hardware RFB-2143		437.32
101103	12/09/2024	Equipment Service		214.44
100039+	10/24/2024	BLANKET FOR PARTS & SUPPLIES		104.52

Check 12/30/2024 206317 Accounts Payable CHAPEL LUMBER COMPANY 98.94

Invoice	Date	Description	Check Sort Code	Amount
2412-147196	12/18/2024	BLANKET FOR LUMBER & MATERIALS		98.94

Check 12/30/2024 206318 Accounts Payable CHEMUNG COUNTY TRANSFER 21,969.72

Invoice	Date	Description	Check Sort Code	Amount
140785	12/17/2024	CUST#TI-00038 1		259.00
140747	12/17/2024	CUST#TI-00038 1		553.00
140784,140746,	12/18/2024	140760		20,046.68
140748, 140786	12/18/2024	TI-0039 9		1,111.04

Check 12/30/2024 206319 Accounts Payable CHEMUNG COUNTY TREASURER 73,762.96

Invoice	Date	Description	Check Sort Code	Amount
450	12/19/2024	Q2 2024 PERSONNEL AND SERVICES		73,762.96

Check 12/30/2024 206320 Accounts Payable CHEMUNG COUNTY TREASURER 26,402.65

Invoice	Date	Description	Check Sort Code	Amount
2024-11052024L	12/19/2024	ELECTION INSPECTORS FOR GEN ELECTION		26,402.65

Check 12/30/2024 206321 Accounts Payable CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY 202.90

Invoice	Date	Description	Check Sort Code	Amount
03-257591	12/12/2024	Sprocket, Sweeper Brush		202.90

Check 12/30/2024 206322 Accounts Payable COOK BROTHERS 15.24

Invoice	Date	Description	Check Sort Code	Amount
2275594	12/12/2024	Automotive Parts		15.24

Check 12/30/2024 206323 Accounts Payable CULLIGAN 9.75

Invoice	Date	Description	Check Sort Code	Amount
272x33927007	11/30/2024	WATER AND COOLER RENTAL		9.75

Check 12/30/2024 206324 Accounts Payable CURREN HARDWARE & FEED 266.95

Invoice	Date	Description	Check Sort Code	Amount
10446, 9814	12/12/2024	PARTS, HARDWARE, TOOLS		140.63
10455+	12/12/2024	BLANKET FOR HARDWARE & PARTS		126.32

Check 12/30/2024 206325 Accounts Payable CUSTOM PEST CONTROL 50.00

Invoice	Date	Description	Check Sort Code	Amount
181898	12/06/2024	PEST CONTROL AT 312 BUILIDNG		50.00

Check 12/30/2024 206326 Accounts Payable D.B.M. CONTROLS DIST. 744.06

Invoice	Date	Description	Check Sort Code	Amount
144071	12/09/2024	PARTS & SUPPLIES		744.06

Check 12/30/2024 206327 Accounts Payable EASTERN SECURITY SERVICES 172.35

Invoice	Date	Description	Check Sort Code	Amount
4273724	12/01/2024	MONITORING		172.35

Check 12/30/2024 206328 Accounts Payable ELM CHEVROLET CO. INC. 101.60

Invoice	Date	Description	Check Sort Code	Amount
16253	12/06/2024	Automotive Parts		101.60

Check 12/30/2024 206329 Accounts Payable EMPIRE ACCESS 859.99

Invoice	Date	Description	Check Sort Code	Amount
11455633	12/17/2024	ACCT#00089371-4		859.99

Check	12/30/2024	206330	Accounts Payable	FERRARIO FORD LINCOLN MERCURY		74.7
	Invoice	Date	Description		Check Sort Code	Amount
	70914	12/06/2024	Automotive repair - Outside			74.79
Check	12/30/2024	206331	Accounts Payable	FINGER LAKES SIGN AND DESIGN		425.00
	Invoice	Date	Description		Check Sort Code	Amount
	00115	12/06/2024	Gold Decals			425.00
Check	12/30/2024	206332	Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC		330.00
	Invoice	Date	Description		Check Sort Code	Amount
	49067	09/01/2024	MONITORING			330.00
Check	12/30/2024	206333	Accounts Payable	HALE CONTRACTING		887.24
	Invoice	Date	Description		Check Sort Code	Amount
	887.24	11/15/2024	SUPPLIES			887.24
Check	12/30/2024	206334	Accounts Payable	HARRELL'S TURF SPECIALTY		400.00
	Invoice	Date	Description		Check Sort Code	Amount
	1973765	11/26/2024	ANNUAL HARRELL'S SEMINAR			400.00
Check	12/30/2024	206335	Accounts Payable	HAUN WELDING SUPPLY		82.80
	Invoice	Date	Description		Check Sort Code	Amount
	322196	12/12/2024	PARTS & SUPPLIES			82.80
Check	12/30/2024	206336	Accounts Payable	HESSELSON'S		159.99
	Invoice	Date	Description		Check Sort Code	Amount
	27031	12/10/2024	CSEA BOOTS			30.00
	26450	12/05/2024	BOOT ALLOWANCE CSEA			129.99
Check	12/30/2024	206337	Accounts Payable	HOME VETERINARY CARE		875.96
	Invoice	Date	Description		Check Sort Code	Amount
	210157	12/17/2024	ADDT'L INVOICES 210231/210278/210459			444.65
	11/1-11/20/24	12/17/2024	CLIENT ID 15465			431.31
Check	12/30/2024	206338	Accounts Payable	I. D. BOOTH, INC.		932.08
	Invoice	Date	Description		Check Sort Code	Amount
	95604, 95009.002	12/12/2024	ELECTRICAL SUPPLIES			932.08
Check	12/30/2024	206339	Accounts Payable	I. D. BOOTH, INC.		12,553.00
	Invoice	Date	Description		Check Sort Code	Amount
	87516	11/22/2024	GREEN ANTQUE LIGHT POLES			12,553.00
Check	12/30/2024	206340	Accounts Payable	I. D. BOOTH, INC.		2,383.23
	Invoice	Date	Description		Check Sort Code	Amount
	S100092954.001	12/06/2024	Parking Meter Parts			1,121.32
	S100092942.001	12/06/2024	Parking Meter Parts			263.15
	S100094888.001	12/11/2024	Drainage supplies			130.16
	S100094829.001	12/11/2024	Drainage supplies			266.52
	S100094886.001	12/11/2024	Drainage supplies			(266.52)
	93252+	12/09/2024	SUPPLIES			604.62
	S100030388.001	12/19/2024	BOOTH Electrical Supplies BPO			6.98
	S100093125.001	12/19/2024	BOOTH Electrical Supplies BPO			220.66
	S100093154.001	12/19/2024	BOOTH Electrical Supplies BPO			36.34
Check	12/30/2024	206341	Accounts Payable	INSERO & CO CPAs LLP		6,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	152869	12/17/2024	4115			6,000.00
Check	12/30/2024	206342	Accounts Payable	Johnson Controls Fire Protection LP		1,036.44
	Invoice	Date	Description		Check Sort Code	Amount
	24448950	12/02/2024	ANNUAL FIRE SYSTEM CHECK 1/25-12/25			1,036.44
Check	12/30/2024	206343	Accounts Payable	KECK'S FOOD SERVICE		100.00
	Invoice	Date	Description		Check Sort Code	Amount
	163869a	12/19/2024	BLANKET FOR FOOD AND PAPER SUPPLIES			100.00

Check 12/30/2024 206344 Accounts Payable Kimball Midwest 721.6

Invoice	Date	Description	Check Sort Code	Amount
102857011	12/04/2024	Automotive Parts		623.02
102864520	12/06/2024	Automotive Parts		98.58

Check 12/30/2024 206345 Accounts Payable LISA MILLER 83.09

Invoice	Date	Description	Check Sort Code	Amount
LUNCH-12/7/24	12/17/2024	NEW MEMBERS TRAINING INTERVIEWS		83.09

Check 12/30/2024 206346 Accounts Payable LOWE'S COMPANIES, INC. 311.42

Invoice	Date	Description	Check Sort Code	Amount
99738	12/19/2024	SUPPLIES		311.42

Check 12/30/2024 206347 Accounts Payable MCCARTHY TIRE SERVICE 4,290.14

Invoice	Date	Description	Check Sort Code	Amount
35-78603	12/05/2024	Automotive - Tires		4,290.14

Check 12/30/2024 206348 Accounts Payable MEDICAL WAREHOUSE 2,006.35

Invoice	Date	Description	Check Sort Code	Amount
233597	12/19/2024	ELM003		2,006.35

Check 12/30/2024 206349 Accounts Payable MUNICIPAL EMERGENCY SERVICES, INC. 2,157.32

Invoice	Date	Description	Check Sort Code	Amount
IN2161897	12/19/2024	MES Blanket PO/Uniforms		108.00
IN2165531	12/19/2024	MES SCBA Flow Tests		2,049.32

Check 12/30/2024 206350 Accounts Payable NAPA AUTO PARTS 33.06

Invoice	Date	Description	Check Sort Code	Amount
134743	12/05/2024	Automotive Maint/ repair		33.06

Check 12/30/2024 206351 Accounts Payable NYS ACADEMY OF FIRE SCIENCE 70.00

Invoice	Date	Description	Check Sort Code	Amount
V0036523	12/19/2024	NYS FIRE ACADEMY Blanket PO		70.00

Check 12/30/2024 206352 Accounts Payable NYSEG 138.81

Invoice	Date	Description	Check Sort Code	Amount
12/05/24	12/17/2024	LAKE ST & WATER ST BRIDGE LTS		138.81

Check 12/30/2024 206353 Accounts Payable NYSID 4,763.25

Invoice	Date	Description	Check Sort Code	Amount
1080768	12/18/2024	ANNUAL CLEANING SERVICE MONTHLY APR-DEC		4,763.25

Check 12/30/2024 206354 Accounts Payable OVERHEAD DOOR CO. OF ELMIRA 143.00

Invoice	Date	Description	Check Sort Code	Amount
1224-0004	12/03/2024	SERVICE CALL WELD SHOP		143.00

Check 12/30/2024 206355 Accounts Payable Passport Labs, Inc 960.17

Invoice	Date	Description	Check Sort Code	Amount
INV-1049829	12/17/2024	TICKET PROCESSING FEES		960.17

Check 12/30/2024 206356 Accounts Payable PAWS OF NY 1,353.00

Invoice	Date	Description	Check Sort Code	Amount
AS OF 12/5/24	12/17/2024	ACCOUNT 126		1,353.00

Check 12/30/2024 206357 Accounts Payable PEOPLEREADY INC 1,731.96

Invoice	Date	Description	Check Sort Code	Amount
28958249+	12/10/2024	TEMP SERVICES		1,731.96

Check 12/30/2024 206358 Accounts Payable POINT SPRING & DRIVESHAFT CO. 27.88

Invoice	Date	Description	Check Sort Code	Amount
32923	12/02/2024	Automotive Parts RFB- 2077R		27.88

Check 12/30/2024 206359 Accounts Payable POSTLER & JAECKLE 2,073.76

Invoice	Date	Description	Check Sort Code	Amount
2770077, 2770636	12/10/2024	HVAC REPAIRS		2,073.76

Check	12/30/2024	206360	Accounts Payable	R & R PRODUCTS, INC.	439.8

Invoice	Date	Description	Check Sort Code	Amount
2795355	12/05/2024	BLANKET PURCHASE FOR GOLF COURSE SUPPLIES		439.85

Check	12/30/2024	206361	Accounts Payable	R S PARKER LANDSCAPING	10,752.00

Invoice	Date	Description	Check Sort Code	Amount
11132	12/17/2024	RFB-299, ABATEMENTS		10,752.00

Check	12/30/2024	206362	Accounts Payable	REXEL OF AMERICA, LCC	170.31

Invoice	Date	Description	Check Sort Code	Amount
S141159149.001	12/18/2024	1276343		170.31

Check	12/30/2024	206363	Accounts Payable	SANICO, INC.	735.49

Invoice	Date	Description	Check Sort Code	Amount
93472	12/13/2024	ICE MELT		735.49

Check	12/30/2024	206364	Accounts Payable	STAPLES BUSINESS ADVANTAGE	837.89

Invoice	Date	Description	Check Sort Code	Amount
6019140693	12/17/2024	2024 BLANKET PO - RFB 2353		137.06
6018901052	12/06/2024	OFFICE SUPPLIES		372.63
6018827087	12/17/2024	2024 BLANKET PO RFB 2353		328.20

Check	12/30/2024	206365	Accounts Payable	STEWART P. WILSON	1,318.90

Invoice	Date	Description	Check Sort Code	Amount
467745	11/26/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC		479.60
494116	11/26/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		839.30

Check	12/30/2024	206366	Accounts Payable	TIME WARNER CABLE	59.95

Invoice	Date	Description	Check Sort Code	Amount
143746101120124	12/17/2024	215 W MILLER ST., APT B		59.95

Check	12/30/2024	206367	Accounts Payable	TIME WARNER CABLE	457.89

Invoice	Date	Description	Check Sort Code	Amount
0012573120124	12/18/2024	8358101330012573		457.89

Check	12/30/2024	206368	Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	214.07

Invoice	Date	Description	Check Sort Code	Amount
100232	12/13/2024	MESSAGE SERVICES		214.07

Check	12/30/2024	206369	Accounts Payable	TREU OFFICE SUPPLY CORP.	48.45

Invoice	Date	Description	Check Sort Code	Amount
263756	12/17/2024	INK CARTRIDGE		48.45

Check	12/30/2024	206370	Accounts Payable	TWIN TIER PAINT WALLCOVERING	107.88

Invoice	Date	Description	Check Sort Code	Amount
71311	11/27/2024	BLANKET FOR PAINT & sUPPLIES		107.88

Check	12/30/2024	206371	Accounts Payable	UniFirst Corporation	187.98

Invoice	Date	Description	Check Sort Code	Amount
147304, 147316	12/12/2024	BLANKET FOR FLOOR MATS FOR BUILDINGS		187.98

Check	12/30/2024	206372	Accounts Payable	VANDER MOLEN FIRE APPARATUS SALES & SERVICE	2,866.92

Invoice	Date	Description	Check Sort Code	Amount
7251	12/19/2024	VANDER MOLEN Fire Hose New Ladder Truck		2,128.90
7194	12/19/2024	EMERGENCY REPAIR 635		738.02

Check	12/30/2024	206373	Accounts Payable	VASCO BRANDS, INC.	536.31

Invoice	Date	Description	Check Sort Code	Amount
143431	12/19/2024	VASCO Cleaning Supplies BPO		524.94
143431A	12/19/2024	VASCO Cleaning Supplies BPO		11.37

Check	12/30/2024	206374	Accounts Payable	Vector Solutions	3,235.75

Invoice	Date	Description	Check Sort Code	Amount
INV109268	12/19/2024	VECTOR 2024 Training Management Platform		3,235.75

Check	12/30/2024	206375	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	117.9

Invoice	Date	Description	Check Sort Code	Amount
6077342329-NOV	12/19/2024	ACCT#652-110-359-0001-38		117.98

Check	12/30/2024	206376	Accounts Payable	W. W. GRAINGER	90.97

Invoice	Date	Description	Check Sort Code	Amount
9346986533	12/19/2024	GRAINGER Binoculars for 641		90.97

Check	12/30/2024	206377	Accounts Payable	WARD APPARATUS LLC	5,026.52

Invoice	Date	Description	Check Sort Code	Amount
4923	12/19/2024	ANNUAL AERIAL DEVICE TESTING		5,026.52

Check	12/30/2024	206378	Accounts Payable	WILBRI, INC.	5,706.53

Invoice	Date	Description	Check Sort Code	Amount
33858	11/25/2024	Outside Repairs Plow Truck		5,571.01
29187	12/12/2024	Automotive Parts RFB-2566		135.52

Check	12/30/2024	206379	Accounts Payable	WILLIAM GILLETTE	73.51

Invoice	Date	Description	Check Sort Code	Amount
MEDICAL BILL	12/17/2024	BILL PAID OUT OF POCKET		73.51

Check	12/30/2024	206380	Accounts Payable	XEROX CORPORATION	1,538.25

Invoice	Date	Description	Check Sort Code	Amount
022615910	12/17/2024	CUST#719281396		10.90
022615909	12/17/2024	CUST#718272685		6.80
022615907	12/17/2024	CUST#726631807		7.28
022615911	12/17/2024	CUST#721817914		21.53
022615912	12/17/2024	CUST#722774775		10.25
504599541	12/17/2024	CUST#950177683		96.78
504603746	12/17/2024	CUST#957723810		96.78
504603747	12/17/2024	CUST#957723893		96.78
504603683	12/17/2024	CUST#957612286		94.66
504603453	12/17/2024	CUST#957416910		96.78
504600087	12/17/2024	CUST#951078419		96.78
504599917	12/17/2024	CUST#950906487		21.73
504600463	12/17/2024	CUST#952163384		96.78
504603454	12/17/2024	CUST#957417074		96.78
022524621	12/17/2024	CUST#726289374		181.31
022524643	12/17/2024	CUST#726246168		22.25
022524630	12/17/2024	CUST#726686991		19.20
022524640	12/17/2024	CUST#718422447		5.14
022524644	12/17/2024	CUST#726246770		69.66
022524622	12/17/2024	CUST#726368111		81.58
022524623	12/17/2024	CUST#726368160		117.58
022524624	12/17/2024	726368178		127.06
022524634	12/17/2024	CUST#726756687		63.86

Check	12/30/2024	206381	Accounts Payable	CAPRIOTTI PROPERTIES LLC	1,002.00

Invoice	Date	Description	Check Sort Code	Amount
TM#99.06-1-6	12/17/2024	SANITATION OPT OUT		1,002.00

Check	12/30/2024	206382	Accounts Payable	KEELON SHACKLEFORD	100.00

Invoice	Date	Description	Check Sort Code	Amount
TM#89.15-3-56.1	12/17/2024	RENTAL REGISTRATION FEE - 104 W SECOND		100.00

Check	12/30/2024	206383	Accounts Payable	RYAN MCFALL ENTERPRISES, LLC	2,769.32

Invoice	Date	Description	Check Sort Code	Amount
TM#89.19-3-32	12/17/2024	TAX OVERPAYMENT		2,769.32

GENERAL FUND GENERAL FUND Totals: Transactions: 80 $220,355.00

Checks: 80 $220,355.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 12/30/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: CAP CHECK - CAPITAL CHECKING

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/30/2024	1049453	Accounts Payable	FOOR & ASSOCIATES		2,295.00

Invoice	Date	Description	Check Sort Code	Amount
JOB4062	12/20/2024	CENTERTOWN ELEVATORS		2,295.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/30/2024	1049454	Accounts Payable	I. D. BOOTH, INC.		901.98

Invoice	Date	Description	Check Sort Code	Amount
S100093594.001	12/20/2024	BOOTH Tools and Equipment BPO		901.98

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/30/2024	1049455	Accounts Payable	LOWE'S COMPANIES, INC.		228.01

Invoice	Date	Description	Check Sort Code	Amount
99722	12/20/2024	FIRE STATION 5 1ST FLOOR REMODEL		228.01

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/30/2024	1049456	Accounts Payable	TWIN TIER PAINT WALLCOVERING		574.38

Invoice	Date	Description	Check Sort Code	Amount
00069571	12/20/2024	TWIN TIER PW Station 5 2nd Floor Remodel		243.80
00070181	12/20/2024	TWIN TIER PW Station 5 1st Floor Remodel		279.41
00070845	12/20/2024	TWIN TIER PW Station 5 1st Floor Remodel		20.44
00070861	12/20/2024	TWIN TIER PW Station 5 1st Floor Remodel		30.73

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/30/2024	1049457	Accounts Payable	WARD APPARATUS LLC		546.00

Invoice	Date	Description	Check Sort Code	Amount
4884	12/20/2024	WARD Fire Gloves		546.00

CAP CHECK CAPITAL CHECKING Totals: Transactions: 5 $4,545.37

Checks: 5 $4,545.37

HAND CHECKS DETAILS	$18,350.37
CAPITAL HAND CHECKS DETAIL	$0.00

ACH PAYMENTS

A Fund

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 12/07/2024 - 12/20/2024

12/11/2024	GHI DENTAL	$	772.00
12/18/2024	GHI DENTAL	$	1,281.00
		$	2,053.00

ENTERPRISE PAYMENTS FOR THE TWO WEEK PERIOD 12/07/2024 - 12/20/2024

12/12/2024	Enterprise Monthly Payment	$	13,126.38

TA Fund

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 12/07/2024 - 12/20/2024

12/5/2024	C. Osiecki	$	320.00
		$	320.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/17/2024	206302	Accounts Payable	ADMAR		76.50

Invoice	Date	Description	Check Sort Code	Amount
2018340	04/23/2024	FUEL		76.50

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/17/2024	206303	Accounts Payable	JAMES J TURCSIK, JR.		1,820.93

Invoice	Date	Description	Check Sort Code	Amount
12/1-12/15/24	12/17/2024	Commission Check		1,820.93

GENERAL FUND GENERAL FUND Totals: Transactions: 2 $1,897.43

Checks: 2 $1,897.43

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/13/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/13/2024	206301	Accounts Payable	CHASE CARD SERVICES		953.56

Invoice	Date	Description	Check Sort Code	Amount
11/4-12/4	12/13/2024	424615238977290		953.56

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $953.56

Checks: 1 $953.56

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2024-439

Sponsor: Corey Cooke

ATTACHMENTS

Adjournment December 30.docx

December 30, 2024

RESOLUTION

NO. 2024 –____

By: ____________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, January 13, 2025, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	