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September 24, 2025

Chemung County Legislature  
203 Lake St., P.O. Box #588  
Elmira, NY 14902-0588

Dear Chemung County Legislature:

I am in receipt of a letter, dated 09/22/25, from the Leadership of the Legislature. While the letter is not signed, the names of Legislators Mark Margeson, Tom Sweet, John Burin, Brent Stermer and Martin Chalk are indicated as the authors of the letter.

In June of 2025, I forwarded a letter to the City of Elmira advising them that the county was going to terminate the intermunicipal agreement involving the county being responsible for paying the salaries (\$986,631) and fringe (\$487,000) of the City of Elmira's Department of Public Works. While opting to terminate the agreement was not an easy decision, the agreement is now ten years old and places an unnecessary financial burden on county taxpayers outside the City of Elmira. The original agreement was brokered by previous administrations from both the county and the city to address financial situations that existed at that time. I would like to address several points that the Leadership has conveniently left out of the correspondence that was forwarded to my attention. I think it's important to review the timeline surrounding this decision.

**June 16, 2025:**

At a Leadership meeting between the Executive's Office and the Legislature Leadership, I clearly advised my intentions of terminating this agreement and also had DPW Commissioner Nick Vosburg present to answer any questions that the Leadership might have. At the date and time of that meeting, the only individual from the Legislature Leadership team that voiced concerns was Minority Leader John Burin. No other member of the Leadership team advised that they weren't in favor of abolishing the agreement, and while Minority Leader Burin indicated that this decision could cause financial hardships on the city, he did not ask me to reconsider my position.

**June 30, 2025:**

Letter sent to Elmira City Mayor Daniel Mandell and Elmira City Manager Mike Collins advising that the county was going to exercise the six-month notice for termination of the DPW shared service agreement. The letter clearly indicates that the county would be agreeable to enter into a new agreement involving DPW services if the city was interested in same.

**July 9, 2025:**

County Attorney Hyder Hussain received correspondence from John Ryan, Corporate Counsel for the City of Elmira, with meeting dates to discuss a shared DPW agreement.

**July 22, 2025:**

Meeting was held between county and city officials to discuss the possibility of a new agreement being entered into by both parties concerning the Department of Public Works. At that meeting, the county offered the city a new plan whereupon the city would take back the payroll of employees assigned to the city Department of Public Works over a four-year period, 25% per year. The county agreed to keep those employees on county benefits (fringe), which equates to approximately 50% of the overall payroll (2025 - \$986,311) for employees assigned to the city DPW. Additionally, the city was advised that they would need to hire three additional employees in order to adequately staff the city DPW. The salaries of those three employees would be the responsibility of the city upon hiring, but could be placed on the county's benefit package.

**July 29, 2025:**

Additional spreadsheet information outlining total cost projections, as well as a list of employees assigned to the City of Elmira DPW was forwarded to the Elmira City Manager at his request.

**September 22, 2025:**

The County Executive received a response to his June 30<sup>th</sup> letter to the Legislature. Note, this response was sent two and a half months after receiving a copy of the termination notice for the DPW agreement.

The letter received from the Leadership, dated September 22, 2025, states that "You are well aware that the city is experiencing financial straits." The letter goes on to state that "the county seat is on the verge of bankruptcy." Where is this information from, it's never been forwarded or brought to my attention? In November of 2024, the city said it ended 2023 with a \$7.4 million dollar fund balance. In May of 2024, the city stated that S&P Global Ratings upgraded the city's debt rate to an A, with a positive outlook for the city. The city also received over \$28 million dollars in American Rescue Plan funding and is in a position to negotiate cost of living salary increases much higher than that of Chemung County. The last paragraph of your letter appears to be political in nature, whereupon again the Legislature is attempting to absolve itself from making a difficult decision. While I understand that the City of Elmira is experiencing fiscal pressures, they are no greater than the pressures the county faces, to include subsidizing an airport and a nursing facility. We have multiple Collective Bargaining Agreements set to expire at the end of the year, sales tax revenue has been stagnant for a lengthy period of time, the Legislative reduction to the tax levy resulted in a reoccurring deficit and depletion of fund balance, and last week we learned from the Comptroller's Office that our percentage of fiscal stress had gone from 3.3 in 2023 to 6.7 in 2024, a clear indication of our growing dependency to balance the budget on our fund balance. These are the daily issues that the Executive Branch has to contemplate while making these tough decisions, additionally I've had the opportunity to speak with other elected officials in the towns and villages throughout the county who concur that this shared service agreement is outdated and should be re-evaluated. I believe the new agreement is fair and allows the city four years to take over salaries for employees who are assigned to the Department of Public Works. The county is still taking on the fringe (approx. \$500,000). This agreement is not offered to other municipalities throughout the county. While I share your concern with any possible financial stress the city may be facing as a result of their operations, one of my jobs as County Executive is to ensure that our finances and budgetary decisions keep us in a solid financial position as we navigate various stressors from both the state and federal level, as well as addressing the increased cost of maintaining services that county residents have become accustomed to.

As always, I thank you for your input and should you have any other questions in reference to the new agreement that I will be forwarding to the Legislature should the city decide to go in that direction, my office would be more than happy to address them.

Sincerely,



Christopher J. Moss  
Chemung County Executive

CJM/ldl

cc: J. Furman, Deputy County Executive  
H. Hussain, County Attorney  
N. Vosburg, DPW Commissioner  
D. Mandell, Elmira City Mayor  
M. Collins, Elmira City Manager  
Elmira City Council

Attachments: Letter dated 06/30/25  
Letter dated 07/09/25  
Email dated 07/29/25  
Letter dated 09/22/25