<table>
<thead>
<tr>
<th>ITEM?</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Call to Order</td>
<td>No Yes</td>
<td>Chair, Robert Cantelmo</td>
<td>5 Min</td>
</tr>
<tr>
<td>1.1 Agenda Review</td>
<td></td>
<td></td>
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<tr>
<td>1.2 Review and Approval of Minutes September 2023 minutes</td>
<td></td>
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<tr>
<td>2.1 Statements from the Public</td>
<td></td>
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<tr>
<td>The public can provide short statements during this portion of the meeting. 3 minutes is the maximum time allotted, but the chair reserves the right to modify the amount of time per individual at the start of the meeting. Only the first hour of the meeting is set aside for Public Comment. <em>Written comments submitted will be compiled and entered into the record.</em></td>
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<tr>
<td>2.2 Committee Member Response</td>
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<tr>
<td>2.3 Public Hearing – Sidewalk Improvement District</td>
<td></td>
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<tr>
<td>3. Consent Agenda</td>
<td>Yes P. Tully, Sidewalk Program Eng.</td>
<td>5 Min</td>
<td></td>
</tr>
<tr>
<td>3.1 2024 Sidewalk Improvement District Local Law Resolution</td>
<td>Yes E. Cuddihy, Trans. Engineer</td>
<td>5 Min</td>
<td></td>
</tr>
<tr>
<td>3.2 NYSDOT Local Match Resolution</td>
<td>Yes A. Gebre, Bridge Syst. Engineer</td>
<td>5 Min</td>
<td></td>
</tr>
<tr>
<td>3.3 North Cayuga Street over Fall Creek Bridge Replacement</td>
<td>Yes S. Michelle-Nunn, HR Director</td>
<td>5 Min</td>
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<tr>
<td>3.4 COVID cash for Management</td>
<td></td>
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<tr>
<td>4. Administration, Human Resources, &amp; Policy</td>
<td>Yes S. Thayer, Controller</td>
<td>10 Min</td>
<td></td>
</tr>
<tr>
<td>4.1 2023 Amendment to the Municipal Cooperation Agreement</td>
<td>Yes M. Verbanic, Asst. Supt. Public Works</td>
<td>10 Min</td>
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<tr>
<td>4.2 957 Storm Water Drainage</td>
<td>Yes M. Verbanic, Asst. Supt. Public Works</td>
<td>10 Min</td>
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<tr>
<td>4.3 959 Storm Water Drainage</td>
<td></td>
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<td>5. Finance, Budget, &amp; Appropriations</td>
<td>Yes L. Klohmann, IYB Director</td>
<td>5 Min</td>
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<tr>
<td>5.1 Resolution to Amend the Youth Bureau 2023 Budget</td>
<td>Yes T. Parsons, Ret. Fire Chief</td>
<td>5 Min</td>
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<td>5.2 Construction of the East Hill Fire Station</td>
<td>Yes T. Parsons, Ret. Fire Chief</td>
<td>5 Min</td>
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<tr>
<td>5.3 Award Bids for the East Hill Fire Station</td>
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<td>6. City Manager Transition</td>
<td>No items submitted</td>
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<td>7. Other Business</td>
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<td>8. Meeting Wrap-Up</td>
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<tr>
<td><strong>8.1 Announcements</strong></td>
<td>5 Min</td>
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<td><strong>8.2 Next Meeting Date: November 29, 2023</strong></td>
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<tr>
<td><strong>8.3 Review Agenda Items for Next Meeting</strong></td>
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<td><strong>8.4 Adjourn</strong></td>
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<tr>
<td><strong>Meeting Length Estimate</strong></td>
<td>105 Min</td>
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</table>
3. Consent Agenda

3.1 2024 Sidewalk Improvement District Local Law Resolution

Local Law No. 2023-____

A local law entitled “Confirmation of the Sidewalk Improvement District Assessments, Budget, and Schedule of Work for Fiscal Year 2024”

Section 1. Legislative Findings, Intent, and Purpose.

Pursuant to Municipal Home Rule Law Section 10(1)(ii)(c)(3) the City of Ithaca is authorized to adopt a local law relating to the authorization, making, confirmation, and correction of benefit assessments for local improvements.

The Common Council has reviewed the assessments, budget, and schedule of work recommended by the Board of Public Works for Fiscal Year 2024, and makes the following findings of fact:

A. The public hearing prior to confirmation required by Section C-73 has been held, and all owners of property subject to a SID assessment appearing to speak before Council have had an opportunity to do so.

B. The attached schedule of work, as recommended by BPW and previously subject to review by Council, constitutes a set of local improvements, the cost of which should be assessed against the properties located in the SID in which the work is to be performed.

C. The attached budget, and the related assessments reflected on the assessment roll kept on file with the City Clerk, are necessary to defray the cost of construction and maintenance of sidewalk in the City, and Council has made a legislative judgment that each property in each SID is being assessed in proportion to the benefit received by that property from the sidewalk construction and repair contained in the schedule of work.

Section 2. Confirmation of the Assessments, Schedule of Work, and Budget.

The Common Council approves and confirms the assessment roll, a copy of which is maintained in the City Clerk’s office, and the budget and schedule of work attached hereto, and imposes a lien upon each property so assessed as set forth in the assessment roll.

In the event there are additional funds available following completion of the schedule of work, or changes to the work plan are required for financial, engineering, or other reasons, the Superintendent of Public Works or his or her designee may alter the schedule of work in his or her discretion, as instructed by the Board of Public Works from time to time; provided, however, that if such actions affect ten percent or more of any Sidewalk
Improvement District’s annual levy, such actions must be approved by resolution of the Board of Public Works.

**Section 3. Severability Clause.**

Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase, or portion of this Local Law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Local Law.

**Section 4. Effective and Operative Date.**

This Local Law shall be effective immediately after filing in the office of the Secretary of State.
TO: City Administration (CA)
FROM: Peggy Tully Sidewalk Program Manager
DATE: 10/10/23
RE: 2024 Sidewalk Improvement District Local Law Resolution

Procedural: After this public hearing on the 2024 Sidewalk Assessments, I am requesting approval of these materials by the CA oversight powers instead of the Board of Public works.

Attached for your review is the 2024 Sidewalk Improvement District (SID) Local Law Resolution, including local law text, and approved work plans and budget. A link to the 2024 assessment role is also provided here, as the document is too large to attach:


I am requesting approval to file the 2024 Sidewalk Improvement District (SID) Local Law Resolution, including local law text and approved a schedule of work, assessment roles, and budget with Common Council. A public hearing on the Local Law and Vote to adopt the Local law budget, a will occur at the November 1, 2023 Common Council meeting.
3. Consent Agenda

3.2 NYSDOT Local Match Resolution

Authorizing the implementation, and funding in the first instance of the State-aid Program eligible costs, of a capital project, and appropriating funds, therefore.

WHEREAS, a Project for Tompkins County SS4A Joint Safety Action Plan, City of Ithaca, Tompkins County, PIN 3757.42 (the Project") is eligible for funding under a New York State Program administered by the New York State Department of Transportation (NYSDOT); and

WHEREAS a sum not to exceed $50,000 in NYSDOT Program Funding is available to progress the project; and

WHEREAS the City of Ithaca desires to advance the Project by making a commitment of 100% of the State share of the costs of the Project; therefore be it

RESOLVED, that the City of Ithaca Common Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City of Ithaca Common Council hereby authorizes the City of Ithaca to pay in the first instance 100% of the cost of the Project or portions thereof; and it is further

RESOLVED, that the sum of $50,000 is hereby appropriated from CP #915 and made available to cover the cost of participation in the aforementioned Project; and it is further

RESOLVED, that in the event the full New York State share costs of the project exceeds the amount appropriated above, the City of Ithaca Common Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City of Ithaca Mayor thereof, and it is further

RESOLVED, that the Mayor of the City of Ithaca be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for State Aid on behalf of the City of Ithaca with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Municipality's/Sponsor's first instance funding of project costs and permanent funding of the local share and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a Certified Copy of this resolution be filed with the New York State Commissioner of Transportation of the State of New York by attaching it to any necessary Agreement in connection with the Project between the City of Ithaca and the State of New York; and it is further

RESOLVED, this Resolution shall take effect immediately.
STATE OF NEW YORK )
) SS:
COUNTY OF TOMPKINS

I, ________________________________, Clerk of the City of Ithaca, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said ____________ at a meeting duly called and held at the ________________ on ________________ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of City of Ithaca, New York, this __________ day of ____________________________, 20 xx.

______________________________
(Clerk) City of Ithaca
TO: City Administration Committee
FROM: Erin Cuddihy, Transportation Engineer
DATE: October 16, 2023
RE: NYSDOT to provide $50,000 local match toward SS4A project

The City of Ithaca has been awarded a $600,000 federal grant for our Safe Streets and Roads for All project. The purpose of the project is to create a transportation safety action plan for multiple municipalities in Tompkins County. Common Council approved applying for the SS4A reimbursement grant, funding the project in its entirety in the first instance, and for the City to provide a portion of the local match funding in September 2022. The total project cost is $750,000; thus, the total local match for the project is $150,000. The local match will be split between the City of Ithaca, Town of Ithaca, Tompkins County, and other local municipalities as previously established in 2022.

NYSDOT has agreed to contribute $50,000 toward the $150,000 local match. The attached resolution reflects this, and includes all of the information required by NYSDOT for them to provide the funding.

Please contact me if you have any questions.

Thank you,

Erin Cuddihy, Transportation Engineer, City of Ithaca
607-375-7818, ecuddihy@cityofithaca.org
3. Consent Agenda

3.3 North Cayuga Street Over Fall Creek Bridge Replacement

North Cayuga Street over Fall Creek Bridge Replacement Project Resolution

Authorizing the implementation, and funding of 100% of the costs of a transportation project, which may be eligible for Federal-aid and/or State-aid, or reimbursement from Bridge NY funds.

WHEREAS, a Project for the North Cayuga Street over Fall Creek Bridge Replacement, BIN 2210600, Bridge NY 2022, P.I.N. 375700 (“the Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-Federal funds; and

WHEREAS, the City of Ithaca will design, let, and construct the “project”; and

WHEREAS, the City of Ithaca desires to advance the Project by making a commitment of 100% of the non-Federal share of Design, Right-of-Way, Construction, and Inspection; and

WHEREAS, On February 8th, 2023, Common Council authorized $450,000 (80% Federal and 20% non-Federal) to cover the cost of participation in Scoping, Preliminary Design, and Final Design, and

WHEREAS, in October 2023, $2,356,213 (95% Federal and 5% Local Share) of BRIDGE NY funding was made available by New York State Department of Transportation for the Project.

NOW, THEREFORE, the City of Ithaca Common Council, duly convened does hereby

RESOLVE, that the City of Ithaca Common Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City of Ithaca Common Council hereby authorizes the City of Ithaca to pay 100% of the cost of Engineering, Right-of-Way and Construction work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of $2,356,213 is hereby appropriated from CP#922 and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the City of Ithaca Common Council hereby agrees that the City of Ithaca shall be responsible for all cost of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the City of Ithaca; and it is further
RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the City of Ithaca shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that City of Ithaca hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Mayor (or her designee) of the City of Ithaca be and is hereby authorized to execute on behalf of the City of Ithaca all necessary agreements, certifications or reimbursement request for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the City of Ithaca’s funding or Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately
MEMORANDUM

TO: City Administration Committee
FROM: Addisu Gebre, Bridge Systems Engineer
DATE: October 16, 2023
RE: North Cayuga Street Bridge over Fall Creek Replacement Project
CP#: 922

Please find attached a resolution seeking Common Council authorization to pay 100% of the Federal and non-Federal share of the subject project cost in the first instance.

In October 2023, $2,356,213 in federal funding for the project was made available by the New York State Department of Transportation’s BRIDGE NY program, a competitive statewide bridge and culvert funding opportunity.

The City of Ithaca will be reimbursed for 95% of eligible project costs up to $2,238,400, and any additional cost after that up to the total authorization will be the City’s responsibility.

The project will include replacing the existing bridge to eliminate structural deficiencies and provide a wider bridge deck and sidewalks. The bridge provides a vital connection to the Ithaca High School, Boynton Middle School communities, and travelers from and to Ithaca via Rt.13. If you have any questions, please call me @ 607-274-6530 or email me agebre@cityofithaca.org

cc: Tim Logue, Director of Engineering Services

“An Equal Opportunity Employer with a commitment to workforce diversification.”
3. Consent Agenda

3.4 COVID Cash for Management

RESOLUTION: To Pay Covid Cash to Management Employees

WHEREAS: The city has recognized all unionized and confidential employees for their work during a very difficult time because of the COVID-19 pandemic that began in early 2020, and

WHEREAS: All staff, except for management have received or will receive COVID cash by yearend because of collective bargaining agreements, and

WHEREAS: The mayor would like to acknowledge management for their hard work and leadership during the pandemic, now therefore be it

RESOLVED: That in recognition of the leadership provided in a time of risk and hardship, the city shall make a one-time payment of $2,250 to any managerial employee who was employed by the City of Ithaca during the COVID national emergency (March 1, 2020-May 11, 2023), and who has not yet received a cash payment recognizing their service during the COVID pandemic.
4. Administration, Human Resources & Policy

4.1 2023 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT

2023 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT
(Adopted September 21, 2023; effective January 1, 2023)

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").

WHEREAS:

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)
2023 Municipal Cooperation Agreement

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

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

<table>
<thead>
<tr>
<th>Municipality Name</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>City of Ithaca</td>
<td>1/1/2011</td>
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<tr>
<td>County of Tompkins</td>
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<td>Town of Caroline</td>
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<td>Town of Danby</td>
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<td>Town of Spencer</td>
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<td>Lansing Library</td>
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<tr>
<td>Village of Fayetteville</td>
<td>1/1/2022</td>
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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 October 1st of each year and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
   b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
   c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).
   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 1st of each year.
c. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.

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.
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 City Controller of the City of Ithaca. 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 its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Consortium and shall be administered solely by and at the expense of the Participant.

O. REPORTING.

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

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

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

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

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

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

P. WITHDRAWAL OF PARTICIPANT

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

2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to September 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 (5th) anniversary of the Effective Date and on the fifth (5th) 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
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 1st 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 1st, 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 1st 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 Pages Follow]
IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

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

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<th>Total Number of At-Large Labor Representatives</th>
</tr>
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<tr>
<td>53-57</td>
<td>9</td>
</tr>
<tr>
<td>58+</td>
<td>10</td>
</tr>
</tbody>
</table>
Resolution XXX: Approval of the 2023 and Future Amendments to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC)

WHEREAS, The (municipality) ____________________________, as a member of Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC), must approve any changes to the GTCMHIC Municipal Cooperative Agreement (MCA) by resolution, and

WHEREAS, GTCMHIC must amend the MCA annually when any new members are approved at the Annual Board of Directors meeting, and

WHEREAS, from time-to-time other changes are made to the MCA as necessary and when changes are made, they are reported at the Annual Meeting with membership approval, now therefore be it,

RESOLVED, until rescinded by resolution our current presiding elected official is approved to sign, without further action, any GTCMHIC MCA updates that have been advanced at the GTCMHIC Board of Directors meetings and approved by the Department of Financial Services, and

FURTHER RESOLVED, The GTCMHIC is directed to keep this resolution on file to accompany any current presiding elected official signatures to amended MCA changes.

*******

Clerk Signature/Stamp

2023 Municipal Cooperative Agreement Signature

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.

Municipal Corporation

Printed Name of Chief Elected Official or Chief Officer

Title

Signature

Date
RESOLUTION: XXX  Approval of the 2023 Amendment to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium

WHEREAS, the __________________________ (municipality) is a Participant 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 municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010), and

WHEREAS, Article 47 of the New York Insurance Law (the "Insurance Law") and the rules and regulations of the New York State Department of Financial Services set forth certain requirements for governance of municipal cooperatives that offer self-insured municipal cooperative health insurance plans that requires any amendments or restatements thereto, shall be subject to Board review and upon acceptance of any new Participant hereafter, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by a majority vote by its municipal board, and

WHEREAS, the __________________________ (municipality) is in receipt of the proposed amended Agreement and has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the Amended Municipal Cooperative Agreement, now therefore be it

RESOLVED, that upon receipt and review of the amended Agreement, the __________________________ (municipality) approves at a meeting of the governing body held on __________ (date) and authorizes the Chief Elected Official to sign the 2023 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium as recommended by the Board of Directors.

* * * * * * * *

2023 Municipal Cooperative Agreement Signature

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.

______________________________________________________________
Municipal Corporation

______________________________________________________________  ________________
Printed Name of Chief Elected Official or Chief Officer  Title

______________________________________________________________  _______________________
Signature  Date
4. Administration, Human Resources, & Policy

4.2 957 Storm Water Drainage

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this __________, 2023 between MAX J. PFEFFER and PILAR A. PARRA (hereinafter “OWNERS”) residing at 957 East State Street, City of Ithaca, Tompkins County, State of New York, parties of the first part, and

The CITY OF ITHACA (hereinafter “CITY”), a municipal corporation organized under the laws of the State of New York, party of the second part.

WHEREAS the OWNERS are the owners of the fee of the premises located at 957 East State Street, City of Ithaca, Tompkins County, State of New York, also known as tax parcel ID 89.-3-9 (hereinafter “Property”), having acquired title by a deed dated July 1, 1993, and recorded on July 1, 1993, in the office of the Tompkins County Clerk in Liber 702 of Deeds at page 122 thereof, and more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of East State Street, said point being the point of intersection of the easterly line of premises formerly of MacNally (see Liber 153 of Deeds, page 484), and being also 545 feet more or less southeasterly along said street line from its intersection with the center line of Valentine Place; thence S 37° 21’ E along the southerly line of East State Street 144.4 feet to a point marked by a pin; thence S 53° 44’ W passing a pipe at 123.9 feet a total distance of 205 feet to a point marked by a pin; thence N 37° 21’ W 19 feet to a point in the center line of a creek; thence along the center line of said creek as it winds and turns a chord distance N 88° 39’ W 96.1 feet to a point and continuing along said center line a chord distance N 89° 46’ W 118.3 feet to a point; thence N 54° 18’ E passing pipes at 52.4 feet, 93.5 feet, 138.7 feet and 360.5 feet a total distance of 373.9 feet to the point or place of beginning.

The above-described premises are shown on a “Survey Map No. 957 E. State Street, City of Ithaca, Tomp. Co., New York” dated May 14, 1993 made by T.G. Miller P.C. Engineers & Surveyors, a copy of which is located at Liber 702 of Deeds, page 123; and

WHEREAS the CITY owns and maintains a storm drain (hereinafter “Drain”) running more or less along the southeastern border of the Property; and

WHEREAS OWNERS and the CITY wish to memorialize and delineate the rights and responsibilities of the parties with respect to the Property and the above-described Drain;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
The CITY is hereby granted an easement over 1,144 square feet of the Property, more or less—more particularly described in Attachment A to this Agreement and as depicted as “Easement Area 1” on a survey map filed as Attachment B to this Agreement—for the purpose of locating, keeping, operating, repairing, replacing, and maintaining said Drain; and
The CITY is hereby granted an easement to enter upon the Property for the purposes of inspecting, operating, maintaining, repairing, replacing, or conducting such other work upon said Drain as it shall deem necessary in its sole discretion, including the right to excavate and remove any trees, foliage, or improvements to the Property that may interfere with the CITY’s ability to conduct any such work on said Drain; and

The CITY shall bear all costs and expenses in connection with inspecting, operating, maintaining, repairing, replacing, or conducting any other work with respect to said Drain, and covenants to restore the Property to rough grade condition upon the completion of any such work; and further covenants to relocate the existing wood fence located within the Easement Area or replace or restore the same to present or better condition in the event that it is removed or damaged in connection with any work performed under this easement; and

This agreement shall run with the land, and be binding upon and inure to the benefit of the respective parties hereto, and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date first written above.

OWNERS

__________________________
MAX J. PFEFFER

__________________________
PILAR A. PARRA

CITY OF ITHACA

By: _______________________
Name: _____________________
Title: _____________________
STATE OF NEW YORK  )
    ) ss.
COUNTY OF TOMPKINS  )

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared MAX J. PFEFFER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________________________
Notary Public

STATE OF  )
    ) ss.
COUNTY OF  )

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared PILAR A. PARRA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________________________
Notary Public

STATE OF  )
    ) ss.
COUNTY OF  )

On the ___ day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared ______________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________________________
Notary Public
ATTACHMENT A

DESCRIPTION OF THE EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Ithaca, County of Tompkins, State of New York, being bounded and described as follows:

BEGINNING at an iron pin found at the northeast corner of the property line,

RUNNING THENCE N 49°07'52" W a distance of 7.50' to a point;

RUNNING THENCE S 41°55'11" W a distance of 152.50' to a point;

RUNNING THENCE S 48°04'49" E a distance of 7.50' to a point;

RUNNING THENCE N 41°55'11" E a distance of 152.50' to an iron pin;

which is the point of beginning and place of beginning;

Said easement area having an area of 1,143.75 square feet, more or less.

SUBJECT TO covenants, restrictions, easements, and encumbrances of record.

For a more particular description thereof, reference is hereby made to a survey map entitled “Easement Map” dated November 18, 2021, prepared by T.G. Miller, P.C., Engineers and Surveyors, Ithaca, New York, filed as Attachment B to this Agreement and incorporated herein by reference.
ATTACHMENT B
MEMORANDUM

To: City Administration Committee
Date: October 12, 2023
Re: Proposed Stormwater Easement- 957, 959-961 E. State St.

Dear Council Members,

Please find accompanying this memorandum a resolution, proposed easement, and supporting documentation concerning the proposed storm water easement located between the properties of 957 & 959-961 E. State St.

Between the properties of 957 & 959-961 E. State St. is an existing 24” Clay tile pipe that straddles the property lines from the connection at a Storm manhole along E. State St. to an outfall at the drainage ditch behind the properties. This outfall that was approximately installed over 75 years ago is a crucial piece of the drainage that collects and conveys storm water from a vast majority of East Hill to Six Mile Creek.

In approximately August 2021, the property owner of 957 E. State St. observed a depression and sink hole along their property adjacent to 959 E. State St. The City investigated this on behalf of the Owner and discovered the existing pipe had separated and created a void at the location of the depression and the surrounding soil was infiltrating the pipe. This condition has been monitored over the past couple years by the Owner and DPW staff. We not find that the condition has deteriorated to the point of replacement.

Since this existing pipe is outside of the City of Ithaca right of way boundary, past practices of the City were for the Owner of the property to be responsible for the replacement of the pipe at their own expense. With this section of pipe responsible for most of the stormwater conveyance to Six Mile creek from the East Hill area it would not be fair and equitable to have the Owners of the properties incur such a large cost. The cost to replace this section of pipe for the property owners would be approximately $25-$30K.

The purpose of this easement is to formalize an arrangement for the City DPW to operate, maintain, and replace city stormwater infrastructure in the easement area. Our office has coordinated with the City Attorney’s office and the Property Owners in negotiating the proposed easement; no operational or financial impacts are expected to result from its execution other than the associated project costs for replacement of the pipe.

“An Equal Opportunity Employer with a commitment to workforce diversification.”
Please do not hesitate to contact me if you should have any questions. A member of our office will also be present at the October CA meeting if anything should arise during your discussions.

Sincerely,

Mark P. Verbanic

Mark P. Verbanic
Assistant Superintendent of Public Works
Streets & Facilities Division
Authorize Execution of Easements for Existing Stormwater Infrastructure at 957 and 959-961 East State Street

WHEREAS, the City owns and maintains a storm drain running underneath privately owned parcels located in the City of Ithaca at 957 East State Street (Tax Parcel 89.-3-9) and 959-961 East State Street (Tax Parcel 88.-1-1); and

WHEREAS, the City and the owners of the properties desire to memorialize their respective rights and obligations regarding said storm drain by recording easements; and

WHEREAS, the owners, the Department of Public Works, and the City Attorney’s Office have negotiated mutually agreeable terms for such easements; now, therefore, be it hereby

RESOLVED, that the Mayor, subject to review by the City Attorney, is hereby authorized to execute easements in forms substantially similar to those attached hereto and any such further documents as may be necessary to effectuate the transfer of the easements.
THIS EASEMENT AGREEMENT is made this ___ day of ________, 2023 between JARRELL PURYEAR (hereinafter “OWNER”), party of the first part, and

The CITY OF ITHACA (hereinafter “CITY”), a municipal corporation organized under the laws of the State of New York, party of the second part.

WHEREAS the OWNER is the owner of the fee of the premises located at 959-961 East State Street, City of Ithaca, Tompkins County, State of New York, also known as tax parcel ID 88.-1-1 (hereinafter “Property”), having acquired title by a deed dated January 13, 2022, and recorded on January 18, 2022, in the office of the Tompkins County Clerk as instrument number 2022-00457, and more particularly bounded and described as follows:

BEGINNING at a point marked by an iron pin in the southerly line of East State Street, which point is located northwesterly along the southerly line of East State Street a distance of 95 feet, more or less, from the intersection of the southerly line of East State Street with the northwest corner of a 9 foot wide lane running southwesterly from East State Street to the City of Ithaca Water Filtration Plant; THENCE running NORTH 43 degrees 55 minutes 15 seconds WEST along the southerly line of East State Street a distance of 114 feet to a point marked by an iron pin; THENCE running SOUTH 47 degrees 52 minutes 30 seconds WEST a distance of 125 feet to a point marked by an iron pipe; THENCE running SOUTH 43 degrees 55 minutes 15 seconds EAST, and along the boundary line of premises reputedly now or formerly of the City of Ithaca, a distance of 114 feet to a point near a 36-inch culvert containing a stream; THENCE running NORTH 47 degrees 52 minutes 30 seconds EAST, and passing through an iron pin at 19.5 feet, a total distance of 125 feet to the point or place of beginning; containing 0.33 acres of land, more or less.

The above-described premises are more particularly shown on a survey map entitled “Survey Map of 959-961 East State Street-City of Ithaca-Tompkins County-New York” made by K.A. Baker, L.S. 049415, dated September 5, 1984 and amended April 30, 2008, a copy of which map was filed in the Tompkins County Clerk’s Office on June 6, 2008 as instrument number 527138-001; and

WHEREAS the CITY owns and maintains a storm drain (hereinafter “Drain”) running more or less along the northwestern border of the Property; and

WHEREAS OWNER and the CITY wish to memorialize and delineate the rights and responsibilities of the parties with respect to the Property and the above-described Drain;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The CITY is hereby granted an easement over 809 square feet of the Property, more or less—more particularly described in Attachment A to this Agreement and as depicted as “Easement
Area 2” on a survey map filed as Attachment B to this Agreement—for the purpose of locating, keeping, operating, repairing, replacing, and maintaining said Drain; and

The CITY is hereby granted an easement to enter upon the Property for the purposes of inspecting, operating, maintaining, repairing, replacing, or conducting such other work upon said Drain as it shall deem necessary in its sole discretion, including the right to excavate and remove any trees, foliage, or improvements to the Property that may interfere with the CITY’s ability to conduct any such work on said Drain; and

The CITY shall bear all costs and expenses in connection with inspecting, operating, maintaining, repairing, replacing, or conducting any other work with respect to said Drain, and covenants to restore the Property to rough grade condition, upon the completion of any such work; and further covenants to restore the concrete headwall and wooden steps in and adjoining the easement area to present or better condition in the event that they are removed or damaged in connection with any work performed under this easement; and

This agreement shall run with the land, and be binding upon and inure to the benefit of the respective parties hereto, and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date first written above.

OWNER

__________________________
JARRELL PURYEAR

CITY OF ITHACA

By: _______________________
Name: _____________________
Title: _____________________
STATE OF

COUNTY OF

On the day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JARRELL PURYEAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________________________
Notary Public

STATE OF NEW YORK

COUNTY OF TOMPKINS

On the day of __________, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared __________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

__________________________________________
Notary Public
ATTACHMENT A

DESCRIPTION OF THE EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Ithaca, County of Tompkins, State of New York, being bounded and described as follows:

BEGINNING at an iron pin found at the northwest corner of the property line,

RUNNING THENCE S 50°53'17" E a distance of 7.51' to a point;

RUNNING THENCE S 41°55'11" W a distance of 12.26' to a point;

RUNNING THENCE N 48°04'49" W a distance of 3.10' to a point;

RUNNING THENCE S 41°55'11" W a distance of 38.50' to a point;

RUNNING THENCE S 48°04'49" E a distance of 3.10' to a point;

RUNNING THENCE S 41°55'11" W a distance of 73.17' to a point;

RUNNING THENCE N 50°19'20" W a distance of 7.51' to an iron pipe;

RUNNING THENCE N 41°55'11" E a distance of 123.86' to an iron pin; which is the point of beginning and place of beginning;

Said easement area having an area of 809 square feet, more or less.

SUBJECT TO any covenants, restrictions, easements, and encumbrances of record.

For a more particular description thereof, reference is hereby made to a survey map entitled “Easement Map” dated November 18, 2021, prepared by T.G. Miller, P.C., Engineers and Surveyors, Ithaca, New York, filed as Attachment B to this Agreement and incorporated herein by reference.
5. Finance, Budget & Appropriations

5.1 Resolution to Amend the Youth Bureau 2023 Budget

10/25/23

Resolution to Amend the Youth Bureau 2023 Budget

WHEREAS, the Youth Bureau contracts with an instructor to provide a Taekwondo program; and

WHEREAS, there has been increased interest and registrations during 2023; and

WHEREAS, the Youth Bureau has received more revenues than projected; and

WHEREAS, the Youth Bureau will expend more than the projected contractual expense; and

WHEREAS, no additional City funds are being requested, now, therefore, be it

RESOLVED, that the 2023 Youth Bureau Budget shall be amended as follows:

Increase Expenses:

A7310-5435-01541 $10,900

Increase Revenues:

A7310-2001-01541 $15,000
To: City Administration Committee
From: Liz Klohmann, Director and Yolanda Marion, Recreation Program Administrator
Re: 2023 Budget Amendment
Date: 10/25/23

The Ithaca Youth Bureau contracts to provide Tae Kwon Do instruction throughout all 4 seasons of the year. There has been increased interest and registrations this year resulting in the need to amend the budget. This amendment does not require any additional City funds. We are requesting the following budget amendment:

**Increase Expenses:**

A7310-5435-01541 $10,900

**Increase Revenues:**

A7310-2001-01541 $15,000
WHEREAS, the City of Ithaca established Capital Project #822 in the amount of $500,000 in January of 2016; and

WHEREAS, in 2016, the total design and construction costs for a proposed new fire station were estimated be $6,153,000; and

WHEREAS, the site selection, design, and revised estimates occurred during and just after of the COVID 19 Pandemic; and

WHEREAS, the construction hard cost for a proposed new fire station, located at 403 Elmwood Avenue, were estimated in October of 2021, to be $6,936,970 with a total hard and soft cost of 8,253,410.00; and

WHEREAS, the construction hard cost for a proposed new fire station, located at 403 Elmwood Avenue, was revised in 2022 with a total hard and soft cost of 9,930,045.00; and

WHEREAS, the acquisition of a suitable site for a new East Hill Fire Station took two years longer than anticipated in 2021; and

WHEREAS, the economic recovery post pandemic saw increases in materials costs and supply chain shortages, and

WHEREAS, during the last 24 months, there has been a significant inflation in the costs of materials and labor for new construction, and

WHEREAS, on August 17th, 2023, the City of Ithaca advertised for bids of a multi-prime contract for the construction of a new East Hill Fire Station located at 403 Elmwood Ave, and

WHEREAS, Bids were opened on September 19th, 2023, for the construction of the East Hill Fire Station with a total cost of $11,394,000 from lowest qualified bidders, and

WHEREAS, funding was authorized to increase the Capital Project in 2018 by $650,000, 2021 by $150,000, 2022 by $2,000,000, and 2023 by $1,000,000 for a total of $4,300,000, now, therefore be it

RESOLVED, That Capital Project #822 be amended by an amount not to exceed $11,500,000 for a total project authorization of $15,000,000 for all costs related to the construction of a new East Hill Fire Station, and be it further

RESOLVED, funding of this project will be reduced by $1,000,000 from a NYS ESD Grant, $5,500,000 dollars from the sale of the current East Hill Fire Station, and rebates of approximately $650,000 from Federal Grants for the installation of a Geothermal HVAC System, and be it further
RESOLVED, the added net project costs of 5,350,000 will be derived from the issuance of Bonds.
5. Finance, Budget & Appropriations

5.3 Award Bids for the East Hill Fire Station

WHEREAS, on August 17, 2023, the City of Ithaca advertised a request for bids on a multi-prime project with contracts for General Trades, HVAC, Electrical, Plumbing, Fire Protection, and Site Utility Work, based on specifications for a new fire station facility (approximately 13,200 SF) located at 403 Elmwood Ave, City of Ithaca; and

WHEREAS, on September 19th, 2023, the City of Ithaca Controller’s Office received twenty sealed bids; and

WHEREAS, consultants from Wendel Group on behalf of Mitchell Associates AIA, Chief Covert and the Deputy City Controller Andrew have reviewed the bids, specifications, options, and proposals made by each bidder; and

WHEREAS, after review, Chief Covert recommends the award for the bids be made to following contractors for six contracts with the amounts indicated in the following table:

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Construction</td>
<td>Streeter Associates, Inc, 101 E. Woodlawn Ave, Elmira, NY</td>
<td>$9,938,000.00</td>
</tr>
<tr>
<td>HVAC</td>
<td>Slavic &amp; Co, 85 Main St, Johnson City, NY</td>
<td>$1,976,000.00</td>
</tr>
<tr>
<td>Electrical</td>
<td>John Mills, 1836 Grand Central Ave, Elmira Heights, NY</td>
<td>$783,000.00</td>
</tr>
<tr>
<td>Plumbing</td>
<td>Crosby Brownlie, 100 Nassau St, Rochester, NY</td>
<td>$692,100.00</td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Slavic &amp; Co, 85 Main St, Johnson City, NY</td>
<td>$248,000.00</td>
</tr>
<tr>
<td>Site/Utility</td>
<td>Edger Enterprises, 330 E 14th St, Elmira Heights, NY</td>
<td>$xxx,xxxx</td>
</tr>
</tbody>
</table>

now, therefore, be it

RESOLVED, the Common Council of the City of Ithaca approves the award of a bid and contracts between the City of Ithaca and the bidders listed above in accordance to the pricing and bid specifications for a new fire station facility received on September 19th, 2023.
<table>
<thead>
<tr>
<th>Item</th>
<th>DD Cost Single Prime GC</th>
<th>DD Cost Master Builder</th>
<th>CD Cost Master Builder</th>
<th>Bid Costs (9/18/2023)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
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<tr>
<td>Professional Fees</td>
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<td></td>
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<tr>
<td>ME System Commissioning</td>
<td></td>
<td>$55,000</td>
<td>$55,000</td>
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<tr>
<td>A/E (CD through CA)</td>
<td>$750,000</td>
<td>$705,000</td>
<td>$705,000</td>
<td>$705,000</td>
<td>Credit $45,000 of CA Fee (20% of $225k)</td>
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<tr>
<td>Clerk of the Works</td>
<td>$90,000</td>
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<td></td>
<td></td>
<td>Delete Cost, now part of CM fees</td>
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<tr>
<td>Balance</td>
<td>$60,000</td>
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<tr>
<td>Total</td>
<td>$900,000</td>
<td>$785,000</td>
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<td>$785,000</td>
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<tr>
<td>Misc. Costs</td>
<td>$18,500</td>
<td>$18,500</td>
<td>$18,500</td>
<td>$18,500</td>
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<tr>
<td>Bond Costs</td>
<td>$49,000</td>
<td>$49,000</td>
<td>$49,000</td>
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<tr>
<td>FF&amp;E</td>
<td>$235,762</td>
<td>$235,762</td>
<td>$235,762</td>
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<td>Total</td>
<td>$900,000</td>
<td>$765,000</td>
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<tr>
<td>Bond Costs</td>
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<td>FF&amp;E</td>
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<tr>
<td>Total</td>
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</table>

### Hard Construction Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>DD Cost Single Prime GC</th>
<th>DD Cost Master Builder</th>
<th>CD Cost Master Builder</th>
<th>Bid Costs (9/18/2023)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Hard Cost</td>
<td>$7,060,356</td>
<td>$7,060,355</td>
<td>$7,380,725</td>
<td>$11,881,609</td>
<td>Site Break Down Below</td>
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<tr>
<td>CM Fee @ 3%</td>
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<tr>
<td>Design Contingency (5% at DD, 3% at CD)</td>
<td>$353,018</td>
<td>$353,018</td>
<td>$353,018</td>
<td>$353,018</td>
<td>Included in GC bid costs</td>
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<tr>
<td>HVAC Contingency</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Escalation to August 2023 @ 5.3%</td>
<td>$536,587</td>
<td>$536,587</td>
<td>$536,587</td>
<td>$536,587</td>
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<tr>
<td>Offsite Storage and Laydown</td>
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<td></td>
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<tr>
<td>Total Hard Costs</td>
<td>$8,702,979</td>
<td>$8,914,788</td>
<td>$8,708,783</td>
<td>$12,178,850</td>
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<tr>
<td>Sub-Total Hard Costs</td>
<td>$10,004,241</td>
<td>$10,081,050</td>
<td>$9,930,045</td>
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### Site Work

<table>
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<tr>
<th>Item</th>
<th>DD Cost Single Prime GC</th>
<th>DD Cost Master Builder</th>
<th>CD Cost Master Builder</th>
<th>Bid Costs (9/18/2023)</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Building Construction</td>
<td>$522,989</td>
<td>$148,187</td>
<td>$148,187</td>
<td>$148,187</td>
<td>Included in GC Bid costs</td>
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<td>General Conditions - CM Labor</td>
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<td>$487,000</td>
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<td>$487,000</td>
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<tr>
<td>General Construction</td>
<td>$3,260,835</td>
<td>$3,170,256</td>
<td>$3,459,291</td>
<td>$5,036,000</td>
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<td>Fire Protection</td>
<td>$152,929</td>
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<tr>
<td>Plumbing</td>
<td>$548,999</td>
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<td>$531,665</td>
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<tr>
<td>HVAC</td>
<td>$744,807</td>
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<td>$1,011,662</td>
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<td>Electrical</td>
<td>$1,051,520</td>
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<td>$802,115</td>
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<tr>
<td>Total Building</td>
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<td>$835,191</td>
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<tr>
<td>Sub-Total</td>
<td>$7,060,356</td>
<td>$7,060,355</td>
<td>$7,380,725</td>
<td>$11,881,609</td>
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