## COMMON COUNCIL AGENDA

**Date:** Wednesday, November 1st, 2023  
**Time:** 6:00 P.M.  
**Location:** City Hall, 108 E. Green Street 3rd Floor, Council Chambers  
**Watch Online:** [https://www.youtube.com/@CityofIthacaPublicMeetings](https://www.youtube.com/@CityofIthacaPublicMeetings)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
</table>
| 1. Call to Order  
1.1 Agenda Review  
1.2 Reports for Municipal Officials  
1.3 Review and Approval of Minutes- 9/20/2023 Special CC Minutes, 10/4/23 CC Minutes, 10/11/23 Special CC Minutes | No  
No  
Yes | Mayor Lewis | 10 Min |
| 2. Petitions and Hearings of Persons Before Council  
2.1 Statements from the Public  
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.  
*Written comments submitted will be compiled and entered into the record.*  
2.2 Privilege of the Floor – Mayor and Council  
2.3 Public Hearing #3 2024 Budget | No  
No  
No | Sign up for public comment here: [https://tinyurl.com/7ts9zmku](https://tinyurl.com/7ts9zmku)  
*Submit written comments here: [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8) | 40 Min |
| 3. Consent Agenda  
3.1 NYSDOT Local Match for Joint Action Safety Plan Resolution  
3.2 DPW – North Cayuga Street over Fall Creek Bridge Replacement – Resolution  
3.3 HR- Approval of COVID Cash Payment to Management Employees – Resolution  
3.4 Approval of 2023 Amendment to Municipal Cooperative Agreement for Tompkins County Municipal Health Insurance Consortium – Resolution  
3.5 Authorize Execution of Easements for existing Stormwater Infrastructure at 957 and 959-961 East State Street – Resolution  
3.6 IYB – Amendment to the 2023 Youth Bureau Budget - Resolution | Yes | Common Council | 10 Min |
4. **City Administration Committee**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 A Local Law entitled “Confirmation of the Sidewalk Improvement District Assessments, Budget, and Schedule of Work for Fiscal Year 2024”</td>
<td>Yes</td>
<td>P. Tully, Sidewalk Program. Eng., A. Lavine, City Attorney, R. Cantelmo, Chair</td>
<td>15 Min</td>
</tr>
<tr>
<td>4.2 A Local Law to Override the Tax Levy Limit Established in General Municipal Law</td>
<td>Yes</td>
<td>S. Thayer, City Controller</td>
<td>15 Min</td>
</tr>
<tr>
<td>4.3 Release of Contingency Funds for Black Hands Universal – Resolution</td>
<td>Yes</td>
<td>R. Cantelmo, Chair</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.4 Release of Contingency Funds for Unbroken Promises Initiative – Resolution</td>
<td>Yes</td>
<td>R. Cantelmo, Chair</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.5 IFD- Approval of amendment to Capital Project for Construction of the East Hill Fire Station – Resolution</td>
<td>Yes</td>
<td>T. Parsons, Ret Fire Chief</td>
<td>5 Min</td>
</tr>
<tr>
<td>4.6 IFD – Award of Bids for the East Hill Fire Station – Resolution</td>
<td>Yes</td>
<td>T. Parsons, Ret Fire Chief</td>
<td>5 Min</td>
</tr>
<tr>
<td>4.7 Adoption of 2024 Budget</td>
<td>Yes</td>
<td>Common Council</td>
<td>30 Min</td>
</tr>
<tr>
<td>4.8 Adoption of 2024 Tax Rate</td>
<td>Yes</td>
<td>Common Council</td>
<td>30 Min</td>
</tr>
<tr>
<td>4.9 Adoption of 2024 Ithaca Area Wastewater Treatment Plant Budget</td>
<td>Yes</td>
<td>Common Council</td>
<td>15 Min</td>
</tr>
<tr>
<td>4.10 City Controller’s Report</td>
<td>No</td>
<td>S. Thayer, City Controller</td>
<td></td>
</tr>
</tbody>
</table>

5. **Planning and Economic Development**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Historic Tax Credit Growth and Opportunity Act</td>
<td>Yes</td>
<td>B. McCracken, Historic Preservation &amp; Neighborhood Planner</td>
<td>15 Min</td>
</tr>
<tr>
<td>5.2 RIBS (Recycle Ithaca Bikes) Lease Extension</td>
<td>Yes</td>
<td>Nels Bohn, IURA Director</td>
<td>30 Min</td>
</tr>
</tbody>
</table>

6. **New Business / Member Filed**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Mayor Appointments- TCAT Reappointment Recommendation- Ducson Nguyen</td>
<td>Yes</td>
<td>Mayor Lewis</td>
<td>5 Min</td>
</tr>
</tbody>
</table>

7. **Reports from Council and Staff**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1 Reports of Common Council Liaisons</td>
<td>No</td>
<td></td>
<td>5 Min</td>
</tr>
<tr>
<td>7.2 Report of City Clerk</td>
<td>No</td>
<td></td>
<td>5 Min</td>
</tr>
<tr>
<td>7.3 Report of City Attorney</td>
<td>No</td>
<td></td>
<td>5 Min</td>
</tr>
</tbody>
</table>

8. **Executive Session (If needed)**

| ITEM | | | |
|------|-----------------|---------------|
|      | Yes             |               |

9. **Meeting Wrap-Up**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 Announcements</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>9.2 Next Meeting November 8th (If Needed)</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>9.3 Meeting Adjourn</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**Hybrid Meetings**

Common Council has resumed meeting in person; however, due to limited seating capacity in Common Council Chambers, city staff and members of the public are encouraged to participate remotely if they would like to.

**How to Participate in Public Comment Virtually**

**Email Common Council Through the Agenda Link**

Written comments can be submitted to Common Council using this form: [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8)
3. Consent Agenda

3.1 NYSDOT Local Match for Joint Action Safety Plan

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

3.2 2024 Sidewalk Improvement District Local Law Resolution

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

3.3 Pay Covid Cash to Management Employees

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.
3.4 Resolution Approval of the 2023 Amendment to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium

WHEREAS, the City of Ithaca 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 City of Ithaca 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 City of Ithaca approves at a meeting of the governing body held on November 1, 2023 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
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>
</tr>
</thead>
<tbody>
<tr>
<td>City of Ithaca</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>County of Tompkins</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Caroline</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Danby</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Dryden</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Enfield</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Groton</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Ithaca</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Town of Ulysses</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Village of Cayuga Heights</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Village of Dryden</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Village of Groton</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>Village of Trumansburg</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>City of Cortland</td>
<td>1/1/2013</td>
</tr>
<tr>
<td>Town of Lansing</td>
<td>1/1/2013</td>
</tr>
<tr>
<td>Town of Willet</td>
<td>1/1/2015</td>
</tr>
<tr>
<td>Village of Homer</td>
<td>1/1/2015</td>
</tr>
<tr>
<td>Town of Marathon</td>
<td>1/1/2016</td>
</tr>
<tr>
<td>Town of Truxton</td>
<td>1/1/2016</td>
</tr>
<tr>
<td>Town of Virgil</td>
<td>1/1/2016</td>
</tr>
<tr>
<td>Town of Aurelius</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>Town of Cincinnatus</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>Town of Montezuma</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>Town of Moravia</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>Town of Preble</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>Town of Scipio</td>
<td>1/1/2017</td>
</tr>
<tr>
<td>Town of Springport</td>
<td>1/1/2017</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Municipality Name</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Camillus</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>Town of DeRuyter</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>Town of Dewitt</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>Town of Hastings</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>Village of Camillus</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>Village of Skaneateles</td>
<td>1/1/2023</td>
</tr>
<tr>
<td>Dewitt Fire District</td>
<td>1/1/2023</td>
</tr>
</tbody>
</table>
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.
e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board’s members as set forth in its Bylaws.

f. Establish administrative guidelines for the efficient operation of the Consortium.

g. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

G. OFFICERS

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

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

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

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

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

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

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

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

I. CHIEF FISCAL OFFICER

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and
tasks to the Finance Manager to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium’s finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the 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;
2023 Municipal Cooperation Agreement

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), 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

<table>
<thead>
<tr>
<th>Total Number of Participants</th>
<th>Total Number of At-Large Labor Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 17</td>
<td>1</td>
</tr>
<tr>
<td>17-22</td>
<td>2</td>
</tr>
<tr>
<td>23-27</td>
<td>3</td>
</tr>
<tr>
<td>28-32</td>
<td>4</td>
</tr>
<tr>
<td>33-37</td>
<td>5</td>
</tr>
<tr>
<td>38-42</td>
<td>6</td>
</tr>
<tr>
<td>43-47</td>
<td>7</td>
</tr>
<tr>
<td>47-52</td>
<td>8</td>
</tr>
<tr>
<td>53-57</td>
<td>9</td>
</tr>
<tr>
<td>58+</td>
<td>10</td>
</tr>
</tbody>
</table>
3. Consent Agenda
   3.5 Easements for Existing Stormwater Infrastructure 957 and 959-961 East State St

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ___ day of __________, 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.
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
3. Consent Agenda

3.6 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 Tae Kwon Do 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 $15,000

Increase Revenues:

A7310-2001-01541 $15,000
To: City Administration Committee  
From: Liz Klohmam, 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
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.
.1 2024 Sidewalk Improvement District Local Law Resolution

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.
4.2 A Local Law to Override the Tax Levy Limit Established in General Municipal Law

Local Law No. 2023 -

BE IT ENACTED by Common Council of the City of Ithaca as follows:

**Section 1.** Legislative Intent
It is the intent of this local law to allow the City of Ithaca to adopt a budget for the fiscal year commencing January 1, 2024, that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal law §3-c.

**Section 2.** Authority
This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

**Section 3.** Tax Levy Limit Override
The Common Council of the City of Ithaca, County of Tompkins, New York, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2024, that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

**Section 4.** Severability
If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision, or part of this local law or application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgement shall not affect, impair or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgement or order shall be rendered.

**Section 5.** Effective Date
This local law shall take effect immediately upon filing with the Secretary of State.
4.3 Black Hands Universal Restricted Contingency Account

Common Council – Release Funds from 2023 Restricted Contingency Account

WHEREAS, Common Council as part of the 2023 Authorized Budget placed $50,000 for Black Hands Universal, Inc. into the Restricted Contingency Account, and

WHEREAS, we have now received sufficient information to release the funds for 2023 programming, now therefore be it

RESOLVED, That Common Council hereby releases an amount not to exceed $50,000 in funding from the 2023 Restricted Contingency Account A1990 and transfers those funds to account A1012-5435 Community Service Contracts for the purposes of funding 2023 Black Hands Universal programming, and be it further

RESOLVED, Common Council hereby authorizes the Mayor, on advice of the City Attorney, to execute the contract for Black Hands Universal
Mission Statement
The mission of Black Hands Universal is to provide services and programs that address the needs and concerns of disenfranchised people in Ithaca. Black Hands Universal is a BIPOC led grassroots organization, whose strength lies in community connection, community voice, and community action.

Brief description of the organization
Black Hands Universal is a BIPOC led grassroots organization that was formed in response to the racial injustice within the Ithaca community. Black Hands Universal’s purpose is to create opportunities for those who are disenfranchised by the system by providing them with job placement and training, financial literacy, mental health resources, health and wellness, food services, community gardens, as well as cultural and educational resources for children and adults.
New York State Building Maintenance Certification

OSHA 10 Certification

Birth Certificate
Drivers License

Social Security Card

Soft Skills

GED/TASK
Resumes

Job Search
Daycare

Job Placement

Auto-Certifications
Small Business Startup
In collaboration with AFCU, Black Hands Universal and Business Leaders of Colors hold classes for Black, Brown, Indigenous, and minority people who are interested in a program that will allow them access to matched savings funding to start their own business or obtain their own non profits.

BHU will be offering classes to help disenfranchised communities in their upward mobility in creating businesses and non profit organizations to further the quality of their lives, their families, and their community.

We run a very successful class and it is informative and exciting to learn the different facets of imagining, creating, running, and maintaining, a quote unquote, successful business. Gladys Brangman is an instrumental tool in the awakening and the educating of our participants as well as AFCU who put together a powerful presentation.
Brief Executive Summary of the Program
This proposal aims to raise funds to create a beautiful, functional, and well-equipped community space within the West Village apartment complex.

We are using the West Village Community Center as a hub where West Village residents can learn job skills, host community programs and community gatherings, and support each other. Furnishings of the community space, materials, and purchasing the technology tools to hold career oriented workshops, educational programming, as well as nutritional accommodations and classes. We envision the end result being a place that the community can come and find the necessary tools for upward mobility.

It should also be noted that there is no Community Center housed in the West Hill neighborhood.

After examining Ithaca's Community Centers, we found that the Southside (Southside Community Center), East Hill (Ellis Hollow Community Center), Northside (Northside Community Center), and South Hill (Coddington Road Community Center - with limited access), all have Community Centers for their residents; all but West Hill. According to the Ithaca voice, the African American population in West Hill has increased by 104% during the past 16 years due to gentrification and displacement.
In collaboration with Alternatives Federal Credit Union and the expertise of Gladys Brangman of B.L.O.C. (Business Leaders Of Color) we have and continue to help offer classes and workshops in financial education. We have helped multiple BIPOC and disenfranchised families to create small businesses, buy houses through programs, learn about and correct credit scores, and learn the basics of banking and saving.

- Home Buyers Program
- Small Business Program
- Business Cents
- Checking and Savings Programs
- Free Tax Preparation
- Minority Business Training/Program
- Loans
The General Educational Development (GED) tests are a group of four academic subject tests. Test-takers who pass these tests are certified as having United States or Canadian high school-level academic skills. This certification is an alternative to the U.S. high school diploma, as is HiSET. Passing the GED test gives those who do not complete high school, or who do not meet requirements for high school diploma, the opportunity to earn a Certificate of High School Equivalency or similarly titled credential. GED Testing Service is a joint venture of the American Council on Education.
Participants will have hands-on experience in the community garden where each student will grow their own little piece of agricultural masterpieces. Here they will study and research their plants and observe the growth and development of said plants. Watching how the weather affects them and getting a hands-on understanding of the importance of plant life and human sustainability and the relation between the two.

Students learn about the impacts of climate change agriculture. ... In this lesson, students will investigate the potential of climatic change to ... Summarize the conditions that contribute to the climate of a geographic area, ... Analyze geographic information from a variety of sources including primary sources

Food that is sourced from our gardens are returned to the low LMI communities that the gardens are housed and the surrounding areas if there is abundance. We now have access and hold of the gardens at West Village alongside our partners Our Children’s Future, the Chestnut Hill garden which we are working on renovating, and also the Northside garden beds.
Also available is the opportunity to learn hands-on how to create, run, and facilitate a marketplace. Also the ability to learn how to set up for live performances. Everything from stage set up to lighting and sound. Those participants will shadow a professional and learn the ins and outs. All Ithaca's festivals and events are available to participants.
A community-based recording studio is a facility that will provide free recording services for musicians and artists to record their works. The facility will be created and developed using federal, state and local grant funding opportunities, private-public partnerships and local donors and volunteers. With help from the C.A.P. organization (Community Arts Partnership) and fundraising, we were able to develop a space for the artists in our community to have a place to express themselves and to open up and free themselves through music. So many with the talent and the dream to have a place and a voice in the way that some can only find theirs. Music has always been a cornerstone to one's mental and spiritual health. We have provided such a space that fits the culture and the people that are so usually left out of such opportunities.
Work Service

Pre-Apprenticeship Program

www.blackhandsuniversal.org
CONTACT:
&more information
blackhandsuniversalbhu@gmail.com
ww.blackhandsuniversal.org

Harry Smith
607-592-9689

Black Hands Universal:
Facebook

Instagram

Twitter

YouTube

Black Hands Universal Members
Program - Google Fo...
docs.google.com

Downtown Ithaca Black Market -
Google Forms
docs.google.com

BHU Pro Construction & Career
Program - Google Fo...
docs.google.com
CONTRACT FOR SERVICES

Made this ______ day of __________ between: The CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the “City”, and Black Hands Universal Inc., 706 W. Green St., Ithaca, NY 14850, hereinafter called the “Contractor”

WITNESSETH:

WHEREAS, the City requires certain services to be performed more particularly set forth in Schedule A attached hereto and made a part thereof, and

WHEREAS, the Contractor is desirous of performing such services and the City is desirous of contracting with the Contractor to provide such services;

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

1. The term of the agreement shall be from January 1, 2023 through December 31, 2023.

2. The Contractor agrees to perform the services set forth in Schedule A attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the City.

3. The Contractor shall be paid the sum of $50,000 in quarterly payments of $12,500 for providing such services as specified in Schedule A. The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the City beyond monies available for this purpose.

4. The relationship of the Contractor to the City is that of an independent contractor. As such, the Contractor shall receive no fringe benefits from the City including but not limited to medical insurance, retirement benefits, workers’ compensation, disability, unemployment insurance or any other benefits or remuneration other than that set forth in paragraph 2 hereinabove.

5. The City may terminate this contract at any time without cause, in which case the Contractor shall be paid pro rata for the satisfactory work performed to date of termination.

6. The Contractor shall defend, indemnify, and hold the City harmless (including but not limited to reasonable attorney’s fees and costs) from any claims against the City arising from the negligence or willful misconduct of the Contractor.

7. The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

8. Workers’ Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by the Contractor to the City of Ithaca of either proof that the Contractor provides the
levels of workers’ compensation and disability coverage required by the State of New York or that the Contractor is not required to provide such coverage.

9. In accordance with the provisions of Section 109 of the New York General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement to any person or corporation without the prior written consent of the City.

10. This Contract shall be governed under the Charter and Municipal Code of the City of Ithaca and the laws of the State of New York without regard to, or the application of New York State’s choice of law provisions. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Tompkins shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto, and the parties consent to the jurisdiction of such court.

11. This contract contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreement and understandings, whether oral or written, in connection therewith. This Contract for Services and Schedule A included therein are to be read as a whole, but nothing contained in Schedule A or other documents shall override or modify the terms of this Contract for Services.

12. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Contract for Services.

CONTRACTOR:  CITY OF ITHACA:

BY:__________________________  BY:________________________________

DATE:________________________  DATE:________________________

BY:__________________________  BY:__________________________

DATE:________________________  DATE:________________________

APPROVAL AS TO FORM:

________________________  DATE:________________________
City Attorney

CITY CONTROLLER:

________________________  DATE:________________________
City Controller

CITY ADMINISTRATION COMMITTEE

________________________  DATE:________________________
Chairperson
<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>NUMBER OF Particpants</th>
<th>HOURLY RATE</th>
<th>WEEKLY EST. HRS</th>
<th>BRANCH</th>
<th>EST WEEKS</th>
<th>TOTAL EXP. COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serenity Fleming</td>
<td>Director/Supervisor</td>
<td>SCC/COMMONS</td>
<td>8 Participants</td>
<td>17.60$</td>
<td>15hrs</td>
<td>BIPOC Youth Enterprises</td>
<td>8</td>
<td>4,800</td>
</tr>
<tr>
<td>Latice Perkins</td>
<td>Director/Supervisor</td>
<td>W.VILLE/CHESTNUT/Down/RSCC</td>
<td>8 Participants</td>
<td>17.60$</td>
<td>16hrs</td>
<td>Landscapers/Gardeners</td>
<td>20</td>
<td>5,250$</td>
</tr>
<tr>
<td>Andrea Owen</td>
<td>Supervisor</td>
<td></td>
<td></td>
<td>17.60$</td>
<td>20hrs</td>
<td>Gardens</td>
<td>10</td>
<td>7,000$</td>
</tr>
<tr>
<td>Shlann Kelly</td>
<td>Director/Supervisor</td>
<td>W.Village Center</td>
<td>2 Participants</td>
<td>17.60$</td>
<td>40hrs</td>
<td>Programs/Cleaning tech</td>
<td>10</td>
<td>7,000$</td>
</tr>
<tr>
<td>Kimeni House</td>
<td>Director/Supervisor</td>
<td>Multiple projects</td>
<td>8 Participants</td>
<td>20.00$</td>
<td>40hrs</td>
<td>Construction/Bio Power</td>
<td>24</td>
<td>19,200$</td>
</tr>
<tr>
<td></td>
<td>Assistant Supervisor</td>
<td>(2-3 Cohort)</td>
<td></td>
<td>17.60$</td>
<td>20hrs</td>
<td></td>
<td>24</td>
<td>8,400</td>
</tr>
<tr>
<td>(5 New Jobs)</td>
<td></td>
<td></td>
<td>25-30 Participants</td>
<td>100.00$ hourly</td>
<td>150 hrs weekly</td>
<td>TOTAL WEEKS</td>
<td>88</td>
<td>51,600$</td>
</tr>
</tbody>
</table>

*Estimated request: $50,000*
Black Hands 2023-2024 Summary

BHU will be running multiple job, career, and trade training and work facilitation. We will have a mixed age range from teens to adults. Our higher range of demographic consists of low income and BIPOC participants. A list of our programs and their estimated length of time are listed below.

**Landscaping:** A landscaper is a professional needed to maintain the beauty of gardens, parks and other outdoor spaces. Duties can include making sure plants grow well in their assigned area as well as cleaning up debris around yards and other areas.

   (Spring2023-Summer2023)

**Entrepreneur:** the process of developing, organizing, and running a new business to generate profit while taking on financial risk. In a broader sense, entrepreneurship is the process of transforming the status quo by solving the most pressing problems and pain points in our society, often by introducing an innovative product or service or creating new markets.

   (Summer2023-Fall2023)

**Cleaning Tech:** A cleaning technician is in charge of the cleaning and maintenance of a building, company, or property. Though similar to that of maids and janitors, the job consists mainly of deep cleaning tasks.

   (Spring2023-Winter2023)

**Construction:** A construction worker is a manual labor professional responsible for preparing equipment, operating machinery and taking apart and building

   (Spring2023-Spring2024)
4.4 Unbroken Promises Restricted Contingency Account

Common Council – Release Funds from 2023 Restricted Contingency Account

WHEREAS, Common Council as part of the 2023 Authorized Budget placed $50,000 for the Unbroken Promise Initiative into the Restricted Contingency Account, and

WHEREAS, we have now received sufficient information to release the funds for 2023 programming, now therefore be it

RESOLVED, That Common Council hereby releases an amount not to exceed $50,000 in funding from the 2023 Restricted Contingency Account A1990 and transfers those funds to account A1012-5435 Community Service Contracts for the purposes of funding 2023 Unbroken Promise Initiative programming, and be it further

RESOLVED, Common Council hereby authorizes the Mayor, on advice of the City Attorney, to execute the contract for the Unbroken Promise Initiative.
CONTRACT FOR SERVICES

Made this ________ day of __________ between: The CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the "City", and Unbroken Promise Initiative, Inc., 317 Taughannock Blvd., Ithaca, NY 14850, hereinafter called the "Contractor"

WITNESSETH:

WHEREAS, the City requires certain services to be performed more particularly set forth in Schedule A attached hereto and made a part thereof, and

WHEREAS, the Contractor is desirous of performing such services and the City is desirous of contracting with the Contractor to provide such services;

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

1. The term of the agreement shall be from January 1, 2023 through December 31, 2023.

2. The Contractor agrees to perform the services set forth in Schedule A attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the City.

3. The Contractor shall be paid the sum of $50,000 in quarterly payments of $12,500 for providing such services as specified in Schedule A. The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the City beyond monies available for this purpose.

4. The relationship of the Contractor to the City is that of an independent contractor. As such, the Contractor shall receive no fringe benefits from the City including but not limited to medical insurance, retirement benefits, workers’ compensation, disability, unemployment insurance or any other benefits or remuneration other than that set forth in paragraph 2 hereinafore.

5. The City may terminate this contract at any time without cause, in which case the Contractor shall be paid pro rata for the satisfactory work performed to date of termination.

6. The Contractor shall defend, indemnify, and hold the City harmless (including but not limited to reasonable attorney’s fees and costs) from any claims against the City arising from the negligence or willful misconduct of the Contractor.

7. The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

8. Workers’ Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by the Contractor to the City of Ithaca of either proof that the Contractor provides the
levels of workers’ compensation and disability coverage required by the State of New York or that the Contractor is not required to provide such coverage.

9. In accordance with the provisions of Section 109 of the New York General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement to any person or corporation without the prior written consent of the City.

10. This Contract shall be governed under the Charter and Municipal Code of the City of Ithaca and the laws of the State of New York without regard to, or the application of New York State’s choice of law provisions. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Tompkins shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto, and the parties consent to the jurisdiction of such court.

11. This contract contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreement and understandings, whether oral or written, in connection therewith. This Contract for Services and Schedule A included therein are to be read as a whole, but nothing contained in Schedule A or other documents shall override or modify the terms of this Contract for Services.

12. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Contract for Services.

CONTRACTOR: ________________________________

BY: ________________________________

DATE: ________________________________

CITY OF ITHACA: ________________________________

BY: ________________________________

Mayor

DATE: ________________________________

BY: ________________________________

Department Head

DATE: ________________________________

APPROVAL AS TO FORM:

City Attorney ________________________________

DATE: ________________________________

CITY CONTROLLER: ________________________________

City Controller ________________________________

DATE: ________________________________

CITY ADMINISTRATION COMMITTEE:

Chairperson ________________________________

DATE: ________________________________
ORGANIZATION FUNDING QUESTIONS

- What is your Organization's Mission Statement?

We are a grassroots neighborhood revitalization nonprofit addressing barriers to access, education, and equity in our West End community of Ithaca, N.Y.

- How many people are served by your organization in the City of Ithaca?

UPI currently serves over about 320 low to moderate income residents on the West End.

- Please specify the estimated budget allocation from City of Ithaca funds for each of the following categories:
  - Salary & Wages - $25,000
  - Equipment - $10,000
  - Travel - $6,000
  - Supplies - $2,000
  - Other Direct Costs - $7,000

- Please detail how you plan to report on project activities and success to the City of Ithaca.

UPI will analyze processes by collecting relevant data on performance and how resources are presently directed towards these processes. This will involve looking through documentation, analyzing key performance indicators or other success metrics, conducting stakeholder interviews, brainstorming and observing project activities. After comparing target goals with the current state, we will begin to draw up a comprehensive plan.

- Do you work collaboratively with any other agencies (please list)? Do you anticipate any duplication of services within the community?

UPI is currently collaborating with Coltivare - TC3 Culinary Center, providing culinary class once a week to Youth Enrichment Program participants.
• Have you received or asked for funding from any other local, state, or federal government entity?

No, UPI has not yet received or asked for funding from other local, state, or federal government entity.

• Please provide a current list of Staff and Board of Directors.

Staff: Jordan Clemons - Director, Yasmin Rashid - Assistant Director, Sullymar Pena - Finance Manager, Kady Balich - Executive Assistant

Board of Director: Jordan Clemons, Yasmin Rashid, Sullymar Pena, Ellen Baer, Dave Shapiro, Tyrone Lee

• What are your biggest challenges going forward and how can the city assist with your success?

The biggest challenge going forward is the huge undertaking of the Unbroken Promise Initiative. With such a broad scope, to address the needs for children and families on the West End, it’s going to take a massive community building effort, community engagement, and resources.

The City of Ithaca can assist the organization by providing advocate resources and funding it needs to be successful.

• Please attach latest financial report.
• Unbroken Promise Initiative, Inc.

• 317 Taughannock Blvd, Ithaca, New York 14850

• UPI Youth Enrichment Program

1) **Organization Mission:** Unbroken Promise Initiative is a grassroots neighborhood revitalization nonprofit addressing barriers to access, education, and equity in disenfranchised and marginalized communities. Our focus is on the West End of Ithaca, NY, but incorporates youth from all over the City of Ithaca.

UPI believes every human being is looking for intrinsic worth. This is the guiding principle at the core of YEP education and programming. Our focus is on the common interests, strengths, and aspirations of all youth. YEP teaches that with our human differences come many more commonalities that can be used to bridge understanding and increase innovation. Youth experience the benefit of building on the commonalities they all share, rather than treating a youth who may be underserved, or BIPOC, as if they have different aspirations and strengths from them.

2) **Target Population:** In 2020, we presented the findings from the collaboration project between Unbroken Promise Initiative (UPI) and the Cornell Information Science Master of Professional Studies (MPS). At a high level, the purpose of the collaboration was to better understand the context, needs, and challenges of Ithaca’s West End community through qualitative research methods.

Interviews and thematic analysis revealed that there are many caregivers, especially mothers, with more than one child living on the West End. Many of them expressed concerns about the fact that there is a lack of after school activities that their children can participate in, which makes it even more difficult for caregivers to balance work and taking care of their family. Additionally, we found that youth development was tough for disadvantaged communities on the West End. The typical youth feels like there aren’t enough recreational spaces or opportunities to explore and engage in fun, healthy activities. They also struggle to prepare for their future, and they want mentor figures to help guide them in that process.

UPI’s Youth Enrichment Program will provide 15 youth participants access to high quality youth development opportunities to rising high school students and young adults ages 14-24. We estimate serving 10 youth of color residing in our most vulnerable communities. An electronic program database will be used to track attendance and store documentation on participants. Each will have a file made up including registration packet, medical release forms, evaluations, case notes, orientations, registered/completed training, assessments, nutrition chart, achievements, disciplinary infractions, and more. Youth who qualify as belonging to an ALICE household and
Services, Opportunities, and Supports: Safe Place Out of School Time Services

UPI Performance Measure:
- How Much: # of youth participating (unduplicated).
- How Well: % of youth attending the OST program at least 50% of scheduled days.
- Better Off: #/% of youth with improved positive youth development outcomes (i.e., academic, health, social/emotional skills, and/or community engagement.

Needs Assessment Data:
In collaboration with the Computing and Information Science department at Cornell, we conducted a needs assessment in Fall of 2020 focused on the West Village community. Twenty-five door-to-door interviews and subsequent analysis revealed that community members consistently perceived a lack of youth development opportunities outside of school. Youth were looking for mentorship opportunities to help them prepare for the future, and wanted recreational spaces to engage in safe and healthy behaviors, but such opportunities were lacking in the community. Our Youth Enrichment Program was specifically designed to address these needs by giving youth different ways of engaging with their community/neighborhood and to promote youth development in general.

4) Program Description & Details:

As in many places throughout America over the past two years, the Ithaca/Tompkins County region has been showing signs of stress within its community. In 2020, civil marches and protests in Downtown Ithaca called out to the need for justice and resources for underserved neighborhoods. The coronavirus pandemic shuttered schools, sports programs, and community gathering places, leaving youth throughout the City of Ithaca isolated and cut-off from their greater community. A spate of gun violence within the West End of Ithaca and surrounding areas further rattled community residents, including children and teenagers.

Unbroken Promise Initiative (UPI) is what Ithaca community members have been seeking for decades - a community-based organization that provides youth, specifically disadvantaged youth, an opportunity to find belonging in safe spaces and connection with adult mentors who can truly empathize with and uplift them.

The purpose of UPI’s Youth Enrichment Program (YEP) is to provide youth with opportunities to cultivate a growth mindset and gain vital tools to overcome transgenerational trauma to enhance the quality of life in their communities and throughout the City of Ithaca. The overarching goal is to engage and empower youth in making healthy choices, build resilience, overcome community challenges, educational barriers, and build intergenerational mobility. YEP prioritizes five strategies in programming: Mentoring, Social Emotional Learning, Community Engagement, Early Warning Systems, and College Readiness. In assessing our pilot program
Program Operations
Monday 3:30pm - 9:00pm, Tuesday 3:30pm - 9:00pm, Wednesday 3:30pm - 9:00pm, Thursday 3:30pm - 9:00pm, Friday 3:30pm - 9:00pm, Saturday & Sunday (varies)

The uptick of gun violence within the West End neighborhoods rattled community residents, including children and teenagers. Programs for our most vulnerable youth were insufficient. Social and emotional learning (SEL) programming emerged as a huge need for youth and families throughout the county. Our pilot program, launched in 2020, intended to fill this gap in community programming for our most vulnerable communities, but our max capacity for this program, when unfunded, was 8 youth. With the overwhelming support of affluent families and the program's unwavering commitment to serve youth, we were able to expand our physical education cohort to allow a program cap of 30 youth, which was still insufficient to meet the total demand for the program. With increased capacity, we know that we can serve more youth and further the positive impact of our programming.

Centrally located on the West End, YEP provides equitable access to a safe place out of school and makes comprehensive and coordinated youth services widely available, for extended after-school and weekend hours. YEP will provide a 12-month program with a purpose of sustaining youth-adult partnerships, extending throughout the Summer months, to encourage youth to make the most of their time. As a result, youth will get support in capturing the benefits that can come from positive summer activities such as opportunities to explore new interests, gain new skills, and practice self-independence and self-discipline. The program will operate as a traditional program. YEP will have a staff ratio of 1:10.

Since 2020, UPI has developed many relationships throughout the community. We have solidified many partnerships for 2023 and YEP anticipates continuing working with partners to strengthen the program and serve youth and families. In addition to funding, many of our supporters are real estate owners and provide stability for programming, provide culinary classes, supply hot meals weekly, provide transportation to disadvantaged families, maintain engagement and more. For YEP, this support is encouraging and demonstrates its need.

Transportation is a huge barrier for the West End community. YEP will coordinate with Tompkins Consolidated Area Transit (TCAT) to participate in their youth “FreeRyde” program which allows youth under 17 years old to ride the bus for free. Additionally, UPI and TCAT are collaborating on a project to meet the needs of transportation-disadvantaged residents on the West End. UPI's role is to advise TCAT on the gaps in the West End communities, and TCAT is the administrator and service provider. (See document attached)
Last year, we ran a pilot of the program and used three different sources of data to evaluate program performance: 1) Participation data (process-focused), 2) Informal youth feedback (process-focused), and 3) Qualitative and quantitative data from youth and caregivers (outcome-focused). These same data sources will continue to be collected and are described below.

(1) Youth participation rates provide a simple and important measure of program performance: if participation is low then the program can’t yield the desired results. We will continue to track performance as a key process-focused measure of the program. Drops in participation, for example, would provide timely feedback that some sort of action is needed to re-engage youth participants.

(2) Informal youth feedback was collected through conversations with small groups of youth participants; staff would prompt these conversations by asking how things are going and asking about particular program activities. This process-focused feedback was very helpful in understanding changes in participation rates and youth engagement with the program in general. The informality of the interactions was important for getting honest feedback from youth. We will continue to solicit feedback from youth throughout the year in this manner, multiple times throughout the year, at least once a month.

(3) After the program had been running for 12 months, qualitative, open-ended written feedback was collected from youth and caregivers regarding their perceptions of the program’s impact so far. This feedback provided valuable outcome-focused feedback that highlighted the many positive effects that youth and caregivers were observing from the program (e.g., sense of community, motivation, self-confidence). As the school-year now comes to a close, caregivers and youth will again be asked for feedback, this time using a quantitative and qualitative survey. The qualitative responses will provide rich feedback and may yield new insights into the program’s outcomes or implementation that we didn’t know to ask about; quantitative data through likert-scale questions (e.g., using a 5-point scale to indicate degree of satisfaction with the program) will provide quantitative data with which we can track program outcomes over time both throughout the year and across years over time.

This year, the mixed-method qualitative and quantitative survey will be disseminated twice throughout the year — once in the winter and once in the spring. The survey as a whole will focus on core program outcomes including constructive use of leisure time, program satisfaction, psychological and emotional outcomes (e.g., psychological well-being, self-confidence), and academic outcomes (e.g., motivation, perceived performance changes). The data from these surveys are particularly valuable given that they come from both the youth themselves and their caregivers.
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 to be $6,153,000; and

WHEREAS, the site selection, design, and revised estimates occurred during and just after 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 17\textsuperscript{th}, 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 19\textsuperscript{th}, 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 $15,800,000 for hard and soft 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, that funding for said project shall be derived from the issuance of Serial Bonds with later repayment of a portion of the costs as noted above.
4.6 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 of the bids for six contracts to contractors 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 $ 5,938,000.00</td>
<td></td>
</tr>
<tr>
<td>HVAC</td>
<td>Slavic &amp; Co., 85 Main St. Johnson City, NY $ 1,976,000.00</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>John Mills Electric, 1836 Grand Central Ave Elmira Heights NY $ 783,000.00</td>
<td></td>
</tr>
<tr>
<td>Plumbing</td>
<td>Crosby Brownlie, 100 Nassau St., Rochester, NY $ 692,100.00</td>
<td></td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Slavic &amp; Co., 85 Main St. Johnson City, NY $ 248,000.00</td>
<td></td>
</tr>
<tr>
<td>Site/Utility</td>
<td>Edger Enterprises, 330 E 14th St., Elmira Heights NY $ 1,757,500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$ 11,394,600.00</strong></td>
</tr>
</tbody>
</table>

now, therefore, be it

RESOLVED, the Common Council of the City of Ithaca hereby awards the bids and approves the contracts between the City of Ithaca and the bidders listed above per the pricing and bid specifications for a new fire station facility received on September 19th, 2023.
4.7 Adoption of 2024 Budget

WHEREAS, this Common Council is now considering adoption of the Amended Executive Budget for 2024 at its November 1, 2023, meeting as approved by the Committee of the Whole, and

WHEREAS, it is the consensus of this Common Council that the total appropriations and estimated revenues, as set forth in said Amended Executive Budget for 2024, and as those amounts may be altered by action of this Common Council at its November 1, 2023, meeting, are adequate for the operation of the City during 2024; now, therefore be it

RESOLVED, That this Common Council accepts and approves said Amended Executive Budget for 2024, together with any additional changes made in said budget at Council's November 1, 2023, meeting as the City of Ithaca Budget for 2024, in the total amount of $101,289,746, and be it further

RESOLVED, That the following sections of the 2024 Budget be approved:

A) General Fund Appropriations
B) Water Fund Appropriations
C) Sewer Fund Appropriations
D) Solid Waste Fund Appropriations
E) Sidewalk Special District Fund Appropriations
F) Stormwater Drainage Special District Fund Appropriations
G) General Fund Revenues
H) Water Fund Revenues
I) Sewer Fund Revenues
J) Solid Waste Fund Revenues
K) Sidewalk Special District Fund Revenue
L) Stormwater Drainage Special District Fund Revenue
M) Debt Retirement Schedule
N) Capital Projects
O) Schedule of Salaries and Positions - General Fund
P) Schedule of Salaries and Positions - Water & Sewer Fund
Q) Schedule of Salaries and Positions - Sidewalk Special District Fund
R) Schedule of Salaries and Positions - Solid Waste Fund
S) Schedule of Salaries and Positions- Stormwater Drainage Special District Fund
T) Authorized Equipment - General Fund
U) Authorized Equipment- Water Fund
V) Authorized Equipment - Sewer Fund
W) Authorized Equipment - Solid Waste Fund
X) Authorized Equipment - Sidewalk Special District Fund Balance
Y) Authorized Equipment - Stormwater Drainage Special District Fund
WHEREAS, the 2024 City of Ithaca Budget was approved, adopted, and confirmed in the total amount of $101,289,746 on November 1, 2023, in accordance with a detailed Budget on file in the Office of the City Controller, and

WHEREAS, available and estimated revenues total $70,598,882 leaving $30,690,864 as the amount to be raised by taxation, and

WHEREAS, the Assessment Roll for 2024 certified and filed by the Assessment Department of Tompkins County, has been footed and approved and shows the total net taxable valuation as $2,561,841,772, and

WHEREAS, under Charter provisions, the tax limit for City purposes amounts to $46,180,970 for 2024; now, therefore, be it

RESOLVED, That the tax rate for general purposes, for the fiscal year 2024, be, and the same hereby is, established and fixed at $11.98 per $1,000 of taxable valuation as shown, certified and extended against the respective properties on the 2024 Tax Roll, thereby making a total tax levy, as near as may be, of $30,690,864, and be it further

RESOLVED, That the amount of said tax levy be spread, and the same hereby is levied upon and against the respective properties as shown on said City Tax Roll, in accordance with their respective net taxable valuation, at the rate of $11.98 per $1,000 of such taxable valuation, and be it further

RESOLVED, That the City Chamberlain be, and hereby is, directed to extend and apportion the City Tax as above, and that upon the completion of the extension of said Roll, the City Clerk shall prepare a warrant on the City Chamberlain for the collection of said levy; and the Mayor and the City Clerk hereby are authorized and directed to sign and affix the corporate seal to such warrant and forthwith to file the same with said Tax Roll with the City Chamberlain, and be it further

RESOLVED, That upon the execution and filing of said warrant and Tax Roll with the City Chamberlain, the amounts of the City Tax set opposite each and every property shall hereby become liens, due, payable and collectible in accordance with provisions of the City Charter and other laws applicable thereto, and be it further

RESOLVED, That the total sum of $101,289,746 be appropriated in accordance with the adopted Budget to the respective Boards, Offices, and Departments of the City, for the purposes respectively set forth therein. The 2024 Assessment Roll has been completed and approved by the Assessment Department of Tompkins County and resulted in the following valuation:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Value of Real Property</td>
<td>$6,004,173,120</td>
</tr>
<tr>
<td>Less: Value of Exempt Property</td>
<td>$3,490,936,300</td>
</tr>
<tr>
<td></td>
<td>$2,513,236,820</td>
</tr>
<tr>
<td>Plus: Value of Special Franchises</td>
<td>$48,604,952</td>
</tr>
<tr>
<td>Net Value of Taxable Property</td>
<td>$2,561,841,772</td>
</tr>
</tbody>
</table>
4.9 Adoption of 2024 Ithaca Area Wastewater Treatment Plant Budget

WHEREAS, this Common Council is now considering adoption of the Amended Joint Activity Fund Budget for 2024 as approved by the Committee of the Whole, and

WHEREAS, it is the consensus of this Common Council that the total appropriations and estimated revenues, as set forth in said Amended Joint Activity Fund Budget for 2024 and as those amounts may be altered by action of the Common Council at its November 1, 2023, meeting, are adequate for the operation of the Ithaca Area Wastewater Treatment Plant during 2024; now, therefore, be it

RESOLVED, That this Common Council accepts and approves said Amended Joint Activity Fund Budget for 2024, together with any additional changes made in said budget at Council's November 1, 2023 meeting, as the Ithaca Area Wastewater Treatment Plant Joint Activity Fund Budget for 2024, in the total amount of $6,466,289; and be it further

RESOLVED, That the following sections of the 2024 Ithaca Area Wastewater Treatment Plant Joint Activity Fund Budget be approved:

A) Joint Activity Fund Appropriations
B) Joint Activity Fund Revenues
C) Schedule of Salaries and Positions - Joint Activity Fund
D) Authorized Equipment-Joint Activity Fund
5.1 Resolution of Support – Historic Tax Credit Growth and Opportunity Act

WHEREAS, Ithaca’s rich community history is represented in its built environment, and the preservation of its historic resources connects our residents to their collective past, helps to establish a sense of place in our neighborhoods, contributes to the economic vitality of the city, and supports our sustainability goals, and

WHEREAS, the federal Historic Tax Credit (HTC) is the largest federal investment in historic preservation and a critical economic development tool used to revitalize communities, and

WHEREAS, as stated in Plan Ithaca, the city’s comprehensive plan, Ithaca encourages and, if possible, facilitates the use of the HTC incentive in local development projects, and

WHEREAS, the value of the HTC incentive has diminished over the past decade because of IRS rulings, administrative burdens, changes in the credit structure, as well as spreading the distribution of the credit over 5 years, and

WHEREAS, local access to the HTCs remains limited for many owners of historic properties for the reasons noted above as well as the program’s eligibility requirements, our community’s high property values, and the relatively “small” scale of our rehabilitation projects, and

WHEREAS, a bipartisan Historic Tax Credit Growth and Opportunity Act [H.R.1785/S.639 (HTC-GO)] was introduced in the House of Representatives and Senate in March, 2023, and

WHEREAS, the House and Senate bills include permanent provisions that will add value to the HTC, improve access to the credit, and increase investment in smaller rehabilitation projects, and

WHEREAS, these revisions will directly benefit the citizen of the City of Ithaca, now therefore be it

RESOLVED, that the City of Ithaca wholeheartedly supports the proposed revisions to the HTC program as outlined in the Historic Tax Credit Growth and Opportunity Act, and be it further

RESOLVED, that the City of Ithaca’s Common Council encourages the House of Representatives and Senate to pass this legislation to increase access to the HTC incentive for our residents.
In March, 2023, Representatives Darin LaHood (R-IL), Earl Blumenauer (D-OR), Mike Kelly (R-PA), Terri Sewell (D-AL), Mike Turner (R-OH) and Brian Higgins (D-NY), and Senators Ben Cardin (D-MD), Bill Cassidy (R-LA), Maria Cantwell (D-WA) and Susan Collins (R-ME), introduced the **Historic Tax Credit Growth and Opportunity Act** [H.R.1785/S.639 (HTC-GO)]. The House and Senate bills include four permanent provisions that will add value to the Historic Tax Credit (HTC), improve access to the credit, and increase investment in smaller rehabilitation projects. The House bill also includes a provision that will temporarily increase the amount of the tax incentive to help address the significant challenges currently facing historic rehabilitation projects throughout the nation.

### Challenges Historic Rehabilitation Projects Face

The federal HTC is the largest federal investment in historic preservation and a critical economic development tool used to revitalize our communities. Rehabilitation and reuse of historic properties also offers an important alternative to new construction as a strategy to help lower carbon emissions. Unfortunately, the value of the HTC incentive has diminished over the past decade because of IRS rulings, administrative burdens, changes in the credit structure, as well as spreading the distribution of the credit over 5 years as modified by the Tax Cuts and Jobs Act of 2017. As a result, the HTC has lost 20 – 25% of its investment value as interest rates continue to climb and materials and labor costs soar. National Park Service statistics indicate that HTC applications over the last two fiscal years are down 20 percent when compared to pre-pandemic levels (2019). Historic buildings have simply become more difficult to rehabilitate.

### Temporary Provisions (House Bill Only)

The HTC-GO legislation temporarily increases the rehabilitation credit (IRC § 47) to address profound challenges facing the historic rehabilitation sector.

- This provision increases the HTC percentage from 20% to 30% for 2023 through 2025.
- The credit percentage is phased down to 26% in 2026, 23% in 2027, and returns to 20% in 2028 and thereafter.

### Permanent Provisions

The permanent provisions would make important changes to the HTC to encourage more building reuse and redevelopment nationwide and would be particularly impactful for small, midsize, and rural communities. These provisions would not only make the credit easier to use and more historic properties eligible, but they would also enhance the value of the HTC, enable the creation of more affordable housing, and re activate more vacant/under-utilized properties.

- Increases the credit from 20% to 30% for projects with less than $2.5 million in qualified rehabilitation expenses, making it easier to complete small rehabilitation projects.
- Lowers the substantial rehabilitation threshold, making more buildings eligible to use the HTC.
- Eliminates the requirement that the value of the HTC must be deducted from a building’s basis (property’s value for tax purposes), increasing the value of the HTC and making it easier to pair with the federal Low-Income Housing Tax Credit.
- Makes the HTC easier to use by nonprofits for community health centers, local arts centers, affordable housing, homeless services, and others by eliminating IRS restrictions that make it challenging to partner with developers.
5.2 Lease Extension for RIBs Program at 530 W. Buffalo Street

WHEREAS, the Recycle Ithaca Bicycles (RIBs) program is a non-profit community bicycle shop and youth program operated by the Southside Community Center, Inc. (SSCC) that provides refurbished bicycles in exchange for work hours and offers bicycle repair classes, and

WHEREAS, the RIBs program has operated at a former sewer pump station building owned by the City of Ithaca at 530 W. Buffalo Street (The Premises) since 2008, and

WHEREAS, the City of Ithaca leases The Premises to the Ithaca Urban Renewal Agency (IURA), who in turn subleases The Premises to SSCC for use by the RIBs program, and

WHEREAS, the current monthly rent is $501, which is collected by the IURA and paid over to the City of Ithaca, and

WHEREAS, the lease expired in June 2023, and

WHEREAS, SSCC seeks to relocate the RIBs program to the Southside neighborhood, and

WHEREAS, the City plans to install a new underground sewer pump station at The Premises in 2025 that will restrict site access during construction and reduce the leasable area at the Property, and

WHEREAS, as an initial phase for rebuilding the sewer pump station, the City proposes installation of subsurface piping in the rear yard of The Premises in 2024 in a manner that is not expected to materially interfere with RIBs operations, and

WHEREAS, SSCC agrees to move out of The Premises by January 31, 2025 and requests the current sublease agreement be modified to extend the term through January 31, 2025, and

WHEREAS, on August 18, 2023, the IURA approved SSCC’s request for a short-term lease extension conditioned upon Common Council approval and recommends the City/IURA lease agreement be extended through at least January 31, 2025; now, therefore be it

RESOLVED, that the City of Ithaca Common Council hereby approves two amendments to the City/IURA lease for premises at 530 W. Buffalo Street to (1) extend the term of the lease through January 31, 2025 to enable the IURA to extend their sublease with the Southside Community Center, Inc. for the RIBs program, and (2) reserve the right for the City to initiate subsurface sewer pump station piping work on The Property in a manner that does not materially interfere with RIBs operations, be it further

RESOLVED, that the Mayor, subject to review by the City Attorney, is authorized to execute any and all agreements and documents necessary to implement this resolution.
6.1 Mayor Appointments Recommendation to Tompkins Consolidated Area Transit Board

RESOLVED. That Common Council recommends that Ducson Nguyen be reappointed as a Director of the Tompkins Consolidated Area Transit Board with a 3-year term to expire December 31, 2026