AGENDA

REGULAR COUNCIL MEETING

CITY OF GENEVA, NEW YORK

February 7, 2024

Geneva Fire Department
Hydrant Hose Meeting Room
79 Geneva Street
Geneva, NY 14456

EXECTUTIVE SESSION STARTS AT 5:15PM
To discuss collective bargaining pursuant to article fourteen of the civil service law.
To discuss a personal matter.

COUNCIL MEETING STARTS AT 7:00PM

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YouTube.com/cityofgenevany

1. CALL TO ORDER – Mayor, Steve Valentino

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PROCLAMATIONS

   A. Black History Month

5. FOUNDRY UPDATE

6. SUPERVISOR UPDATE

7. CONSIDERATION OF MEETING MINUTES
   This portion of the meeting is dedicated to correction of meeting minutes for the following Council session:

   A. January 3rd, 2024 (Regular Council Meeting)
   B. January 16th, 2024 (Special Council Meeting)
   C. January 22nd, 2024 (Special Council Meeting)
   D. January 29th, 2024 (Special Council Meeting)

8. PUBLIC COMMENT
   This portion of the meeting is dedicated to receiving comments on any topics. The standard time limit for public comment is three (3) minutes.

9. CITY MANAGER REPORT – *This portion of the meeting is dedicated to presentation of a report by the City Manager on non-action matters that have not been addressed elsewhere on the agenda.*

10. UNFINISHED BUSINESS – *This portion of the meeting is dedicated to consideration of matters that have been previously considered by City Council.*

11. NEW BUSINESS – *This portion of the meeting is dedicated to consideration of matters that have not been previously considered by City Council. These include:*

    A. Discussion on Council Process to Add Items to the Agenda – Mayor Valentino
    B. Resolution Declaring City Equipment Surplus Property – Chief Parrotta (page 19)
    C. Resolution Authorizing the City Manager to Execute a Grant Agreement for the Recreational Trails Program Project (#239200) – Liz Toner (page 21)
    D. Resolution Declaring Geneva Lake Tunnel Enhancement Project a Type 2 Action Under SEQR – David West (page 38)
    E. Resolution Adopting a Complaint Process and Policy for Compliance with the Americans with Disabilities Act – David West (page 40)
    F. Resolution Appointing Climate Smart Communities Task Force and Climate Smart Communities Coordinator – David West (page 45)
    G. Resolution Increasing Septage Discharge Fee and; Amending, 2024 Adopted Budget, Appendix "L", 2024 Fee Schedule – Joe Venuti (page 47)
    H. Resolution Correcting 2024 Budget Document for Hauler Fees – Comptroller (page 49)
    I. Resolution Amending the 2024 General Fund Budget for Ratified Contract Changes – Comptroller (page 51)
    J. Resolution Approving the Contract for Three+One Services – Comptroller (page 53)
    K. Resolution for Approval of the 2024 and Future Amendments to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC) – City Manager Hendrix (page 78)
    L. Board/ Commission Appointments

12. MAYOR AND COUNCIL REPORTS
    This portion of the meeting is dedicated to presentation of reports by the Mayor and City Councilors on non-action matters that have not been addressed elsewhere on the agenda.

13. ADJOURNMENT

T H E G E N E V A C I T Y C O U N C I L

JOURNAL OF PROCEEDINGS

REGULAR COUNCIL MEETING

January 3, 2024 – 7:00 PM
Public Safety Building
255 Exchange Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

1. ROLL CALL

Present: Clr. Brennan, Clr. Lavin, Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, and Clr. Whitfield

2. EXECUTIVE SESSION

ACTION TAKEN by Clr. Pealer; seconded by Clr. Petropoulos
MOVED THAT council move to executive session at 6:43pm to discuss collective negotiations pursuant to Article Fourteen of the Civil Service Law and to discuss matters leading to the appointment of a particular person or corporation.
MOTION CARRIED UNANIMOUSLY

ACTION TAKEN by Clr. Gillotte; seconded by Clr. Pealer
MOVED THAT council exit executive session at 7:00pm
MOTION CARRIED UNANIMOUSLY

3. AMENDMENT TO THE AGENDA

ACTION TAKEN by Mayor Valentino; seconded by Clr. Pealer
MOVED THAT the agenda be amended to remove the resolution declaring property as surplus so more items can be added and include a resolution ratifying a labor agreement with the command officer's unit.
MOTION CARRIED UNANIMOUSLY

4. PROCLAMATION - Martin Luther King Jr. Day

5. FOUNDRY UPDATE

The city clerk read the following update provided by Michael Murphy:

Remedial Design
- NYSDEC's engineering contractor is preparing the remedial design for the State Street staging area based on the results of soil samples collected in late November, in anticipation of remedial construction during spring 2024.
- Letters of No Further Action were provided by NYSDEC in December to the owners of properties remediated during 2023.

- An annual community update fact sheet will be distributed by NYSDEC to property owners and community stakeholders in early 2024.

Remedial Construction

- Additional property restoration activities were completed at properties on Geneva Street. Replacement plants and trees will be installed during spring 2024.
- Remediation of the State Street staging area and two residential parcels located on Tillman Street and Clinton Street will be completed during spring 2024. Demobilization from the project staging areas on Lehigh Street, Geneva Street, and State Street will also be completed in 2024.
- The remedial contractor completed winter shutdown activities and will return in spring 2024 to complete remaining project activities.

6. SUPERVISOR UPDATE

Supervisor Kennedy provided the following written report to the councilors:

To follow is an update provided to the new City Council members on county matters in lieu of an in-person update. Please note, Ontario County's first of the year organizational meeting takes place tomorrow, January 4th. At that time all supervisors are assigned to their two (2) committees. I expect to be reappointed to both Government Operations / Insurance and Health and Human Services. I continue to attend the Planning and Environmental Quality Committee as an interested but non-voting Supervisor based on constituents abiding concerns about the landfill's operations, environmental impact and closure expected in 2028 (with a closure report due from consultants mid-2024). Also, last month I was appointed to the Partnership for Ontario County Board replacing Supervisor Guard and joining Councilor Chris Lavin.

Ontario County Landfill

The November 17, 2023 land fill "cap collapse" that was widely reported on late last year continues to be under investigation by a third-party engineering firm hired by the County. I expect to hear more about the expected report at the 1.16.23 Planning and Environmental Quality Committee.

County Parks / Recreation Master Plan

Last month I reviewed a preliminary master plan draft and provided feedback accordingly. I am encouraged by the draft plan and its positive, potential implications for the eastern portion of Ontario County.

Health and Human Services Committee

As part of my duties here, I plan to attend next week's Geneva City Police Budget Advisory Committee and learn more about mental health related law enforcement calls regarding city residents during 2024 and how that intersects with referrals to mental health services and related outcomes tracking.

FYI

Every month, the County posts a report, "Key Events" to the County website. In the past, Supervisors have reported on these events to Council. If there are any events or reports indicated on the linked December 2023 report let me know – related updates that may be of interest to City of Geneva residents / constituents.

Happy New Year and see you next month.

7. CONSIDERATION OF MEETING MINUTES

Mayor Valentino asked to make an adjustment to the minutes so the resolution requesting the governor's office to declare a special election for the ward 6 seat reflects the correct date of 2025 rather than 3025. Clr. Pealer asked if an amendment had to be made for a typo? The mayor stated that due to the technical importance of the typo they were advised by the legal team to change it, and the city manager added that they'd assured the governor's office the minutes would be amended to reflect the correct date. Clr. Pealer also pointed out a misspelling of the word 'negative' in the minutes to be fixed.

ACTION TAKEN by Clr. Pealer; seconded by Mayor Valentino
MOVED THAT the minutes of the December 6th Council Meeting be approved as amended
MOTION CARRIED UNANIMOUSLY

8. PUBLIC COMMENT

Mayor Valentino opened the floor for public comment at 7:09.

Shanelle France stepped up first to speak about the upcoming Solar Eclipse on April 8th as a repetitive for Blueprint Geneva. She explained that the entire eclipse will last from 2:07pm to 4:34pm so Blueprint Geneva has partnered with Rochester Museum and Science Center, Wyckoff Family Foundation, as well as professional and amateur astronomers to provide safe opportunities to view the eclipse. Their goal is to provide local residents with materials and training to create safe and informed viewing opportunities which consists of providing free safety glasses and establishing viewing sites. They are interested in finding community volunteers who would like to become trained eclipse leaders and will hold a training session Saturday February 3rd from 11am-1:30pm at the Welcome Center led by former director of the SUNY Oneonta Science Discovery Center, Doug Reilly. To sign up for the training or be placed on the list for a free pair of glasses citizens can email eclipse@blueprintgeneva.org. In addition, on the day before the eclipse Blueprint Geneva has partnered with The Geneva Family YMCA who is organizing a Run the Eclipse 5K at the lakefront on the day before the eclipse.

The City Manager noted that there are numerous websites with information regarding the eclipse but they will continue to update the city website with all of it.

Murray Heaton came up to speak next, introducing himself as a resident since 1960, and a lawyer who works with housing, family, and business issues. He came to speak on the marina project as well as the farmer's market proposal discussed last meeting. He said he perceives the tax rate to be an urgent and complex issue which, due to his understanding, is roughly 30% higher than peer cities. Based on his personal experiences he feels it is restricting Geneva's residents from putting food on the table and maintaining their properties while landlords increase rent and property values rise. He believes to attack the issue they must cut essential services and work toward being more effective, while acknowledging that many services are essential, such as police, fire and recreation. The only other way he foresees the issue can be fixed is through development, which takes time, and can be difficult. He urged council to look at the marina and farmers market projects with critical and honest eyes and suggested that rather than solely asking who these projects will benefit to also consider the long-term liability and time. He feels by moving these projects forward it is only taking on a liability because he doesn't see profit but rather a further increase to the tax rate. He emphasized that the problem is substantial and additionally he feels it is no longer acceptable to allow the town to have control over us. Mr. Heaton said, as a longtime resident of the city it upsets him, and he doesn't know how we get away from it but stressed it should begin to happen little by little.

Pat Schiller spoke next, saying if anyone isn't aware the housing assessment was done last year, and highlighted the fact that affordable housing it needed. She hopes that council will prioritize this for young couples or older individuals downsizing and not neglect the issues raised by the study which took time and money to complete.

With no one else appearing to speak, Mayor Valentino closed public comment at 7:19.

9. CITY MANAGER REPORT

City Manager Hendrix reported:

Ward 6 Resolution:

On January 2, 2024 the Governor issued a proclamation to hold a special election for Ward 6, in the City of

Geneva. The special election will be held March 12, 2024. We will communicate more information about this process in the coming days.

Staffing:

Police: The department held multiple interviews for Police Officers last week as well as for a Sergeant. We currently have two sergeant vacancies as well as two officer vacancies. The Lts. and Chief are working closely with HR and Ontario County to fill our vacancies and get new officers to a February Academy. We may have the ability to bring 4 new officers on board within the next month (should they pass all required testing).
Fire: We are anticipating a retirement at the Fire Department in early 2024 and have canvassed the list for a new hire. The Fire Department will be meeting with applicants in early January.
DPW: The Department of Public Works will have four vacancies in 2024. These include two new positions created in the 2024 budget, an additional Motor Equipment Operator and Labor Supervisor for Buildings and Grounds. The Labor Supervisor posting is currently internally posted and due back by December 22, 2023. The DPW Supervisors met this week to discuss the MEO positions and the need for CDL licenses which may be proving a challenge. This staff has developed potential solutions for this challenge which includes the City providing time and potential funding for new recruits to train for their CDL while serving the City.
City Manager: We will begin recruiting for our three-year position for Safety Coordinator in January 2024. The position is currently awaiting approval by Ontario County prior to being available for posting. The shared position of Community Engagement Coordinator is in the development process with the City and County and will be posted in February/March for a mid-year hire date.

Solar Eclipse:

We are just over 3 months out for the Solar Eclipse. City representatives are continuing to participate at the Geneva and Ontario County task forces for the solar eclipse event. Staff have procured toilets which will be placed in City parks and parking lots leading up to the eclipse. We are also working on creating additional signage and emergency routing should the event have a large turnout. Other known issues include lack of gasoline and lack of food which are being considered in planning.

Hazard Mitigation:

The draft hazard mitigation plan has been completed by Ontario County and will be available for public review at the end of the month.

Mayor Valentino inquired if there will be a countdown clock to the eclipse on the website and City Manager Hendrix replied that they can look into putting that up.

10. RESOLUTION RATIFYING LABOR AGREEMENT WITH TEAMSTERS LOCAL 118 COMMAND OFFICERS UNIT

City Manager Hendrix presented the following resolution:

WHEREAS, the collective bargaining teams for the City of Geneva and Teamsters Local 118 have concluded negotiations for a successor collective bargaining agreement covering the period of January 1, 2024 through December 31, 2027 for the Command Officers unit within the City's Police Department;

WHEREAS, the City Manager is now recommending that the City Council adopt a four (4) year contract with the Command Officers, Teamsters Local 118, the following are the areas of proposed modifications:

- Article IV (4) - Salaries
- Article VII (7) - Retirement
- Article X (10) - Holidays
- Article XI (11) – Health Insurance

- Article XII (12) – Education Benefits
- Article XII (13) and Article 16 – Disputes//Grievances
- Article XX (20) – Working Conditions
- Article XXII (22) – Management Rights
- Article XIX (29) – Miscellaneous Provisions
- Article XXXVII (37) – Lieutenant Work Schedules and Additional Assignments

NOW, THEREFORE, BE IT RESOLVED, that this City Council hereby ratifies said agreement and authorizes the expenditure of the necessary funds therefor; and be it further

RESOLVED, that the City Manager be and hereby is authorized to execute said agreement on behalf of the City of Geneva.

City Manager Hendrix explained that this 4-year agreement included reviewing for language clarity, contract cleanup, aligning current practices, health insurance, increasing a competitive advantage when recruiting, and was voted on unanimously before coming to council.

Clr. Pealer congratulated staff and the city manager for moving forward with the agreement. The city manager said it was a true negotiation as both sides came together with priorities for each side to focus on since there haven't been updated in many years and it can be quite lengthy. She feels it is very important to update them and meet the needs of each unit as they vary. The mayor agreed, adding that he's happy to see it come forward, as the process may not be easy but is necessary.

ACTION TAKEN by Clr. Pealer; seconded by Clr. Brennan
MOVED THAT this resolution be approved
MOTION CARRIED UNANIMOUSLY

11. DISCUSSION OF PULTNEY STREET STORM SEWER

The director of DPW, Joe Venuti, came forward to assist with the discussion. He summarized that in late December of 2022 and more recently in April and July of 2023 there were rain events that brought forward infrastructure and stormwater concerns. They've sought to learn from these experiences and they intend to move forward by seeking funding and capital improvement to upgrade those systems affected. He said DPW is working to find and eliminate issues despite the fact they understand there will not be a single answer or remedy for this problem. To improve drainage they have removed debris, grit, tree roots, and even playground balls then installing epoxy coated liners and replaced sections of piping.

Joe stated there are 88 lane miles of city streets, under which there is various intricate infrastructure which include both storm and sanitary systems from 4'' to 42'' diameter pipes. These can be as deep as 30ft or as shallow as 3ft and some date back to the 1800's. They continue to perform inspections, clean, and flush these systems to prevent or identify issues. One portion they are focusing on is the cemetery creek section which runs along Pulteney between Washington and William Street and outlets to the lake. He asked everyone to imagine the route, which travels under the NYS Armory, the entire Business Improvement District (BID), and FLCC Campus. They have been working with Mark's Engineering out of Canandaigua to develop a storm project for the section by Pultney and William Street.

Joe pointed out that the alignment is under and through private properties with no access points and added that this is a naturally low elevation point in the city. He said the proposed plan takes into consideration current design standards that will handle a 10-year rain event but it is never ideal to begin a sewer project upstream of an outlet. Construction practices begin at the low point of the system and follow it upstream to ensure positive slope throughout so he cautions that while an issue may be resolved in this neighborhood, they may not be fixed downstream. He stated their next step would be to secure individual property easements that have been drafted and reviewed by legal for the properties involved and his goal is to get those out this week.

Mayor Valentino asked if the section highlighted in yellow is the current path and the green is the proposed (a diagram is included on the last page). Joe confirmed and added that the diagram shows the elevation and that the section represents about 700ft. Clr. Pealer asked if the creek water begins west of Washington Street and Joe said yes, it begins around Cortland Street where surface water is collected and travels under numerous properties. Clr. Pealer also asked if there was a pre-existing cemetery on Pulteney Street which is now gone, which Joe said is correct.

Mr. Venuti went on to say their ideal project schedule is to seek contracts by the first quarter of 2024 and complete construction by the end of the second quarter, with securing materials taking the longest amount of time. They are reviewing all funding sources since the engineer's estimate is approximately $750,000 to $1,000,000 and if funding cannot be secured, he will work with the city manager and comptroller to put forward a budget amendment request. He asked if there were any questions about the project and stated legal advised him not to speak directly to any notices of litigation against the city.

Clr. Pealer said he lives in an area with regular storm water issues and asked why this area was specifically chosen especially after stating that working from this area is not optimal? Joe stated there is a definite known situation at this location and starting at the lake instead would mean coming under the numerous buildings mentioned earlier which would raise the price to hundreds of millions of dollars which he feels isn't financially feasible at the moment so they hope to fix what they can. Clr. Pealer said he regularly hears concern that issues are partially caused by development being shortsighted, so he asked if there is a safeguard that doing this work will not unknowingly cause problems? Joe stated that, as he mentioned, the proposed diameter pipe to handle this would be 42'' and they'll only be connecting to 36'' which isn't ideal because it builds pressure. However, while it would be more ideal to fix it from the lake all the way up, it will act as storage and there will be enough slope to flow downstream. Clr. Pealer also questioned what the section is currently made up of, and Joe replied it is various things such as cobblestone, square, rectangular, brick, arch and fieldstone.

City Manager Hendrix asked Joe to explain roughly how long this section is, and Joe stated roughly 800ft of piping. He said this section varies in depth from 5ft to 10ft.

Clr. Gillotte asked why the project was picked in this area and if it will have any impact on the flooding in ward 4? Joe said there is no related impact on the other wards aside from downtown and they choose it due to a significant situation under a property in this area that needs to be addressed. The mayor added that there is a lot to be done, and this is the first step in that direction.

Clr. Petropoulos asked how this will affect downtown and has DPW determined the soundness of the infrastructure under those buildings in the BID? Joe said a study was conducted in 2018-2020 with some general recommendations which provided them some information on the properties but he cannot promise that it can't collapse.

Clr. Whitfield asked how they know this method will be effective in this area and not cause further damage to other areas? Joe responded that they will rely on sound construction practices by utilizing current design standards and trusting that the math will work. He said they'll put the largest size pipe they can fit and hope to clean up some of the area near these properties.

Clr. Lavin stated as we start weighing out the priorities of the community, and looking at financials, they need to look at buildings that are focal points of the community such as the Smith Opera House which are at risk. He feels there are tough situations and will be decisions that they'll soon face, adding that he appreciates the work they've done so far.

Clr. Pealer asked if part of the cost of the project includes moving these out from under properties? Joe explained some areas will have to be removed based on the alignment while others make more sense to fill in place, with a concrete material, so they don't have to excavate and create more remediation work.

12. <u>RESOLUTION ESTABLISHING A TASK FORCE ON STORM RESPONSE IN THE CITY OF GENEVA</u>

City Manager Hendrix presented the following resolution:

WHEREAS, the City of Geneva has experienced increased storm damage due to storms of greater magnitude; and

WHEREAS, City Council, City Staff, and Community Members are committed to protecting Geneva's environmental resources and recognize the need to take concrete and demonstrable steps to reduce and mitigate damages from storms within the City; and

WHEREAS, members of the community have continued to meet and ask to be a part of the solutions to continue to improve our storm response efforts; now therefore, be it

RESOLVED, that the City Manager is directed to create a Task Force on City Storm Response which shall include appropriate and applicable representation from, but not limited to, city staff, community members, higher education partners, emergency response organizations; and be it further

RESOLVED, that the Task Force shall be charged with developing recommendations and timelines for City Council to address the following items:

- Short-term infrastructure
- Long-term infrastructure
- Preparation and emergency planning
- Messaging and communications strategy to City of Geneva residents and visitors; and benchmarks for assessing progress; and be it further

RESOLVED, that the City Manager shall present a slate of candidates to serve on the Task Force at the February City Council meeting to be confirmed by City Council; and be it further

RESOLVED, that the Task Force shall begin to convene no later than February 29, 2024 with an expectation that recommendations on the areas above will be presented to council for adoption no later than November 2024.

Clr. Pealer stated he feels the financial impact seemed fairly low, based on the added labor staff will be taking on. City Manager Hendrix said she doesn't feel like it's much added labor because staff are working on these things already and this is more about bringing in the community. She hopes this will expand their resources and added that there may be a financial impact in the future as recommendations arise.

Clr. Petropoulos asked how the recruitment to the board will be done, as he knows many individuals who are interested. The city manager said they plan to bring names of those interested forward at the next council meeting so that council can appoint. She added that the taskforce is time limited, rather than a standing committee, but they will still use the typical application process where people apply. Mayor Valentino said he agreed with the time limit and emphasized that the focus is short- and long-term infrastructure, homeowner/ landlord investment, emergency planning, and communicating strategies with the community. He stated that they're expected to provide a report in November of 2024 and he will work on appointing a liaison to that taskforce.

Clr. Pealer expressed his concerns that the responsibility is quite high for an add-on committee and hopes there are high standards when it comes to making the appointments as they will not have a light task. He said he has a lot of hopes for it, especially if it is filled with individuals who are responsible, well trained, and experienced with protocols.

Clr. Grimaldi asked if the fire chief will be a part of the board since he already has knowledge and training on these responses? The city manager said there are numerous city staff who will be involved as well as other emergency response partners from the county.

ACTION TAKEN by Clr. Gillotte; seconded by Clr. Petropoulos
MOVED THAT this resolution be approved
MOTION CARRIED UNANIMOUSLY

13. RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES FOR THE CITY

City Manager Hendrix presented the following resolution:

WHEREAS, the Geneva City Charter provides that the City Council shall designate official depositories for the City of Geneva at its first organizational meeting, and

WHEREAS, it benefits the City to have many institutions competing for deposit services; and

WHEREAS, New York State has rigid requirements for banks wishing to hold municipal deposits.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Geneva, New York, that any bank with a branch office within the City limits, which is authorized to hold municipal deposits by the State of New York, is designated as an official depository for funds of the City of Geneva.

Mayor Valentino asked who the depository will be and City Manager Hendrix replied that the city has been using Lyons National Bank.

ACTION TAKEN by Clr. Pealer; seconded by Clr. Brennan
MOVED THAT this resolution be approved
MOTION CARRIED UNANIMOUSLY

14. RESOLUTION DESIGNATING OFFICIAL NEWSPAPER OF RECORD

City Manager Hendrix presented the following resolution:

WHEREAS, the Geneva City Charter provides that the City Council shall designate an official newspaper for the publishing of public notices, and other official notifications for the City of Geneva; and

WHEREAS, The Finger Lakes Times has previously been designated as the official newspaper for the City for such purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Geneva, New York, that The Finger Lakes Times be and the same hereby is designated as the official newspaper for the City of Geneva.

RESOLVED this 3rd day of January, 2024

ACTION TAKEN by Clr. Whitfield; seconded by Clr. Lavin
MOVED THAT this resolution be approved
MOTION CARRIED UNANIMOUSLY

15. CITY COUNCIL LIAISON ASSIGNMENTS

Mayor Valentino presented the following list of board/commission liaisons noting that he asked each councilor to give him their top three choices to help ensure their interest in attending:

Board/Committee	Liaison
Business Improvement District	Peter Gillotte
Geneva Housing Authority	Patrick Grimaldi
Human Rights Commission	Ahmad Whitfield
Industrial Development Agency	Christopher Lavin
Local Development Corp.	James Petropoulos
Planning Board	Bill Pealer
Zoning Board of Appeals	John Brennan

Mayor Valentino explained traditionally the individuals in charge of appointments will bring the recommendation from the board or commission and the interest form to the rest of council so they can view before voting is done. He appointed the following individuals:

APPOINTMENTS	Peter Gillotte, Bill Pealer

Clr. Pealer asked about the other boards that no one was appointed to yet and Mayor Valentino explained he wanted to start by appointing each councilor to one of the critical boards initially then those who are interested in the others can reach out to him.

16. <u>DEPUTY MAYOR APPOINTMENT</u>

ACTION TAKEN by Mayor Valentino; seconded by Clr. Petropoulos
MOVED THAT Clr. Pealer be appointed Deputy Mayor
MOTION CARRIED UNANIMOUSLY

17. <u>MAYOR AND COUNCIL REPORTS</u>

Clr. Brennan began by saying the only report he has is on behalf of former Clr. Burrall's which was to deliver $60 from firewood sales and stated it would've been more but they ran out of firewood.

Clr. Lavin thanked everyone for their welcome and reassured the public that he doesn't foresee the disappointments they may have had in the past continuing to be an issue. He said he doesn't want to fight over small things, such as the deputy mayor appointment because that is the mayor's prerogative, and there are serious issues that face the community so he'd rather focus on resolving those.

Clr. Pealer said he was honored to be appointed deputy mayor and he encourages all of the councilors to reach out to the mayor and share their interest if they have any as that was how the opportunity arose for him. He went on to wish everyone happy holidays and a happy new year, saying he hopes it extends through the year, and shared the saying a friend from China taught him which is for everyone to be prosperous and wishes it upon the local businesses as well. He said the recreation board did not meet but they will on January 16th at 5:30pm if anyone is interested in joining, they can come see the meeting and submit an application as they're looking to fill spots. Clr. Pealer stated that the public skating hours will be from 11:30am-3pm on Martin Luther King Jr. Day, and added that there were over 130 skaters in attendance on December 7th due to a partnership with Epic Zone. Lastly, he asked if anyone has noticed that the moon has been bigger and brighter each night, and feels it may be a precursor to the upcoming eclipse.

Clr. Grimaldi thanked everyone for allowing him to sit in his seat, saying he hopes he'll do a great job representing them, and if anyone would like to talk to him, he is available.

Clr. Gillotte said he's excited to represent ward 4 and he feels they are a great group so he looks forward to achieving great things.

Clr. Petropoulos thanked everyone who came to attend the meeting as it's community involvement and he feels that is what the city needs. He encouraged people to bring up issues if they have them and attend meetings.

Clr. Whitfield thanked the people, saying it is an honor, and his objective is to help the citizens and be there for them. He also said if anyone has concerns or questions they can reach out at any time.

Mayor Valentino echoed that he's also fortunate to be in his seat again alongside a good group of people who are like-minded with the city's interests as their focus. He said they are planning to do a retreat since their goal is to provide solid direction to the city manager and staff of the objectives they hope to achieve. Lastly, he added that they will be having an executive session soon to discuss a contract and a personal issue.

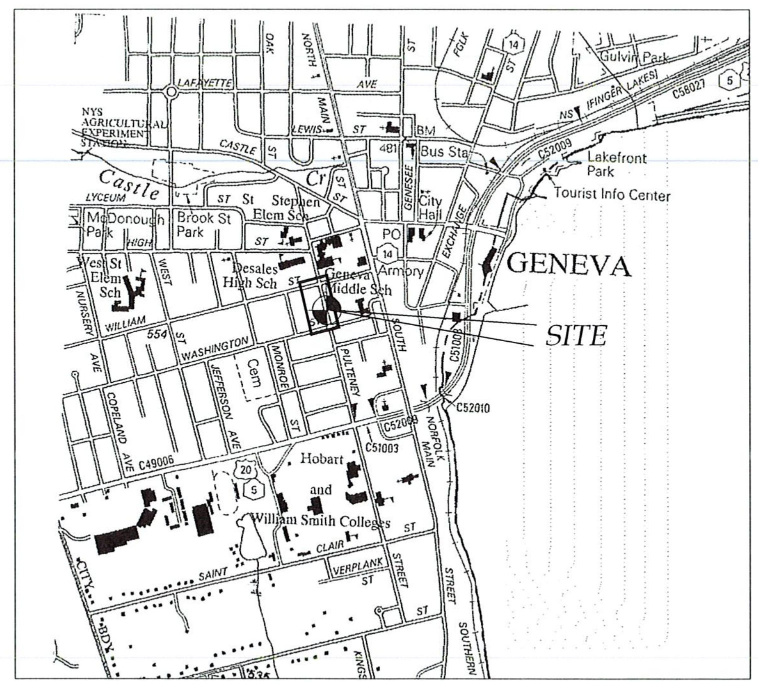
18. ADJOURNMENT

ACTION TAKEN by Clr. Petropoulos; seconded by Clr. Whitfield
MOVED THAT the meeting be adjourned at 8:06pm
MOTION CARRIED UNANIMOUSLY

Nicole Wright
City Clerk

CITY OF GENEVA
CEMETERY CREEK

STORM SEWER REPLACEMENT PROJECT
WAHINGTON STREET TO WILLIAMS STREET
COUNTY OF ONTARIO
STATE OF NEW YORK
DECEMBER 11, 2023



AERIAL PHOTO
NTS

INDEX-
COVER
C000 - NOTES
EX100 - EXISTING CONDITIONS
C100 - SITE PLAN
C500 - DETAILS
C501- DETAILS
C502- DETAILS
C503- DETAILS
C504- DETAILS

MarksEngineering
MARKS ENGINEERING, P.C.
4303 STATE ROUTES 5 & 20
CANANDAIGUA, NY 14424
(585)905-0360
WWW.MARKSENGINEERING.COM

PREPARED FOR:
CITY OF GENEVA

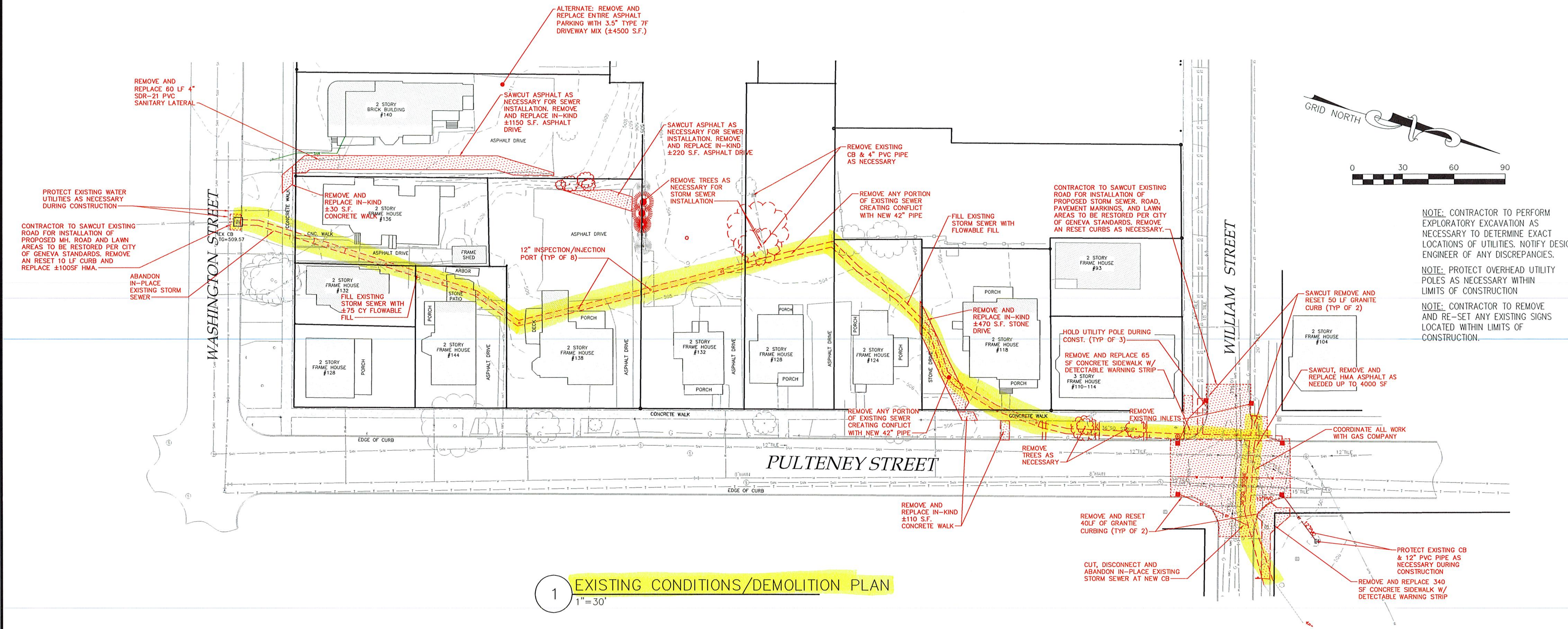
PROPERTY OWNER:

REVISED

DRAFT NOT FOR CONSTRUCTION

CITY OF GENEVA
WAHINGTON STREET TO
WILLIAMS STREET
COUNTY OF ONTARIO
NEW YORK

JOB #23-195
12/11/2023



1 EXISTING CONDITIONS/DEMOLITION PLAN
1"=30'

NOTE: CONTRACTOR TO PERFORM EXPLORATORY EXCAVATION AS NECESSARY TO DETERMINE EXACT LOCATIONS OF UTILITIES. NOTIFY DESIGN ENGINEER OF ANY DISCREPANCIES.

NOTE: PROTECT OVERHEAD UTILITY POLES AS NECESSARY WITHIN LIMITS OF CONSTRUCTION

NOTE: CONTRACTOR TO REMOVE AND RE-SET ANY EXISTING SIGNS LOCATED WITHIN LIMITS OF CONSTRUCTION.

LEGEND

DRAFT NOT FOR CONSTRUCTION

MarksEngineering
4303 ROUTES 5 & 20
CANANDAIGUA, NY 14424
www.marksengineering.com
Phone 585-905-0360
Fax: 585-485-6205
INFO@MARKSENGINEERING.COM

STATE OF NEW YORK · BRENNAN A MARKS · LICENSED PROFESSIONAL ENGINEER · 093182

STAMP

STAMP

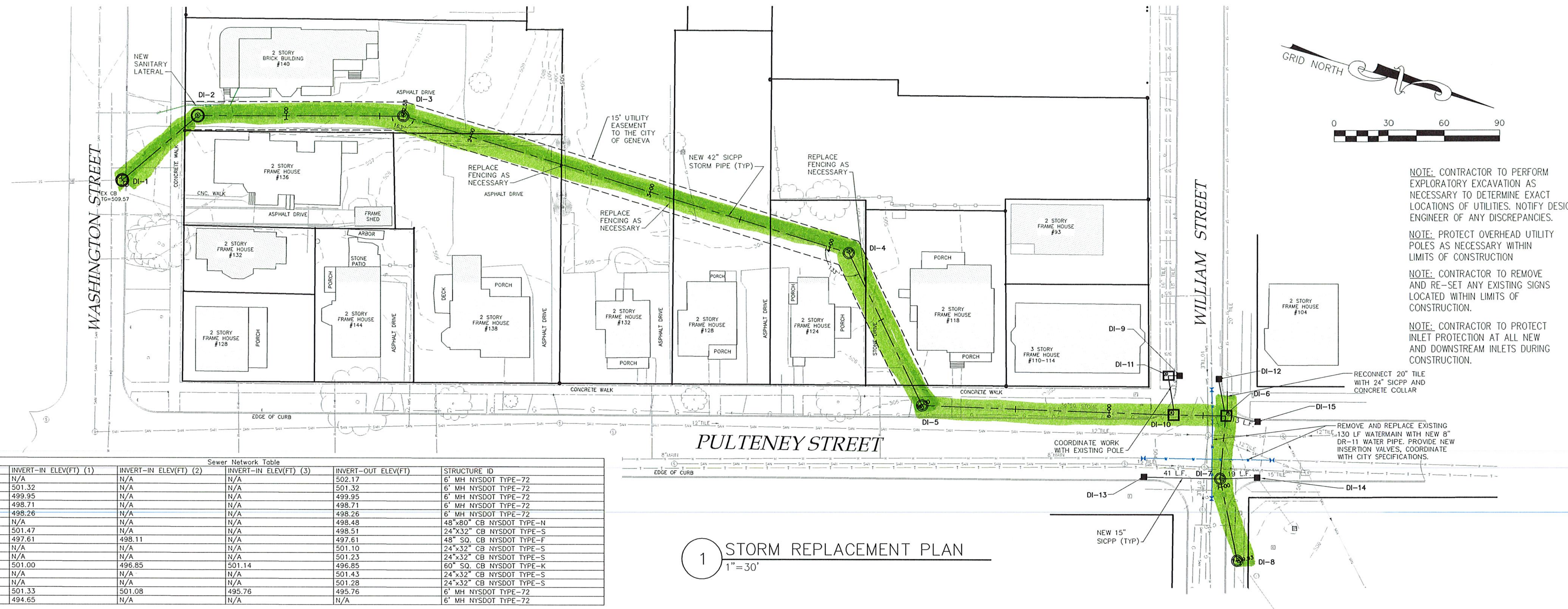
REVISIONS AND APPROVALS

NO	DATE	DESCRIPTION OF REVISION OR APPROVAL	BY

CEMETERY CREEK STORM REPLACEMENT PLANS
WAHINGTON STREET TO WILLIAMS STREET
CITY OF GENEVA
COUNTY OF ONTARIO
STATE OF NEW YORK

DRAWING TITLE: EXISTING CONDITIONS / DEMOLITION PLAN	
DRAWN BY:	JWJ
DESIGNED BY:	BAM
CHECKED BY:	BAM
SCALE:	1"=30'
JOB NO.:	23-195
DATE:	12/11/2023
TAX MAP#:	

EX100



NOTE: CONTRACTOR TO PERFORM EXPLORATORY EXCAVATION AS NECESSARY TO DETERMINE EXACT LOCATIONS OF UTILITIES. NOTIFY DESIGN ENGINEER OF ANY DISCREPANCIES.

NOTE: PROTECT OVERHEAD UTILITY POLES AS NECESSARY WITHIN LIMITS OF CONSTRUCTION.

NOTE: CONTRACTOR TO REMOVE AND RE-SET ANY EXISTING SIGNS LOCATED WITHIN LIMITS OF CONSTRUCTION.

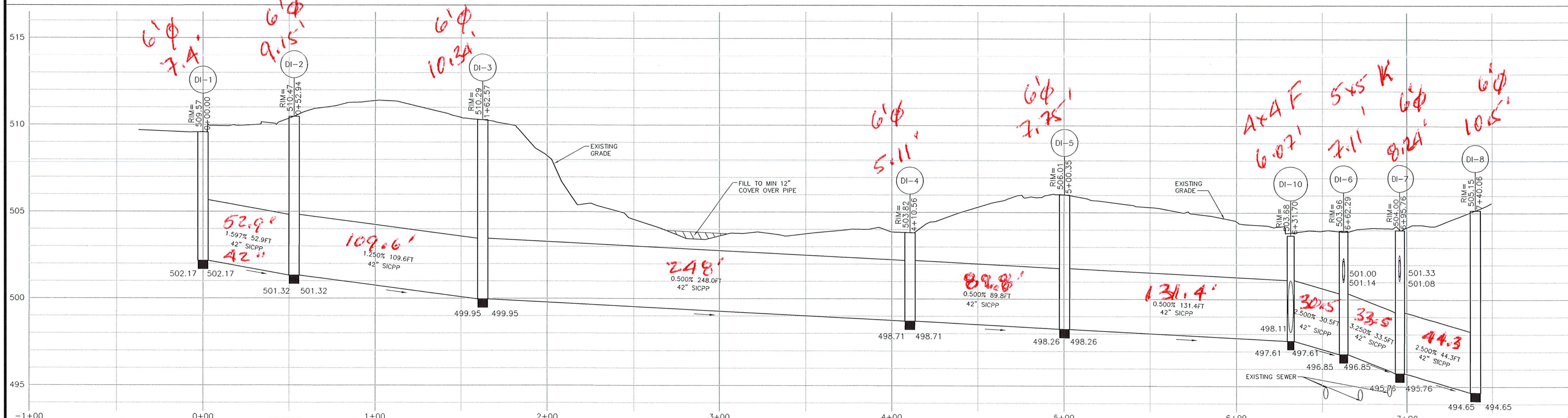
NOTE: CONTRACTOR TO PROTECT INLET PROTECTION AT ALL NEW AND DOWNSTREAM INLETS DURING CONSTRUCTION.

RIM AND GRATE SCHEDULE	
DI-1	#3 RETICULINE
DI-2	MANHOLE COVER
DI-3	MANHOLE COVER
DI-4	#3 RETICULINE
DI-5	MANHOLE COVER
DI-6	#3 RETICULINE
DI-7	MANHOLE COVER
DI-8	MANHOLE COVER
DI-9	#3 RETICULINE
DI-10	#3 RETICULINE
DI-11	MANHOLE COVER
DI-12	#3 RETICULINE
DI-13	#3 RETICULINE
DI-14	#3 RETICULINE
DI-15	#3 RETICULINE

Sewer Network Table

NAME	RIM ELEV(FT)	INVERT-IN ELEV(FT) (1)	INVERT-IN ELEV(FT) (2)	INVERT-IN ELEV(FT) (3)	INVERT-OUT ELEV(FT)	STRUCTURE ID
DI-1	509.57	N/A	N/A	N/A	502.17	6' MH NYSDOT TYPE-72
DI-2	510.47	501.32	N/A	N/A	501.32	6' MH NYSDOT TYPE-72
DI-3	510.29	499.95	N/A	N/A	499.95	6' MH NYSDOT TYPE-72
DI-4	503.82	498.71	N/A	N/A	498.71	6' MH NYSDOT TYPE-72
DI-5	506.01	498.26	N/A	N/A	498.26	6' MH NYSDOT TYPE-72
DI-11	503.96	N/A	N/A	N/A	498.48	48"x80" CB NYSDOT TYPE-N
DI-9	504.15	501.47	N/A	N/A	498.51	24"X32" CB NYSDOT TYPE-S
DI-10	503.68	497.61	498.11	N/A	497.61	48" SQ. CB NYSDOT TYPE-F
DI-12	503.60	N/A	N/A	N/A	501.10	24"x32" CB NYSDOT TYPE-S
DI-15	503.73	N/A	N/A	N/A	501.23	24"x32" CB NYSDOT TYPE-S
DI-6	503.96	501.00	496.85	501.14	496.85	60" SQ. CB NYSDOT TYPE-K
DI-14	503.93	N/A	N/A	N/A	501.43	24"x32" CB NYSDOT TYPE-S
DI-13	503.78	N/A	N/A	N/A	501.28	24"x32" CB NYSDOT TYPE-S
DI-7	504.00	501.33	501.08	495.76	495.76	6' MH NYSDOT TYPE-72
DI-8	505.15	494.65	N/A	N/A	N/A	6' MH NYSDOT TYPE-72

1 STORM REPLACEMENT PLAN
1"=30'



2 STORM PROFILE
1"=30'

LEGEND

- Gas valve
- Sanitary Manhole
- Drainage Manhole
- Water shut off
- Sanitary sewer clean out
- Elec. transformer
- Utility pedestal
- Gas pipeline marker
- Monument
- Benchmark
- Utility pole
- Hydrant
- Light pole
- Road Sign
- Water Valve
- PERC TEST
- DEEP HOLE

EXISTING / PROPOSED: Utility Lines, R.O.W. line, Property line, Easement line, Centerline, Drainage, Contour Line, Demo Line

ABBREVIATIONS:
EX-EXISTING
CPP-CORRUGATED POLYETHYLENE PIPE
O.C.-ON CENTER
SICPP-SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE
UG-UNDERGROUND
CONC-CONCRETE
CO -CLEAN OUT
TYP-TYPICAL
R-RADIUS
BC-BOTTOM OF CURB
TC-TOP OF CURB
TW-TOP OF WALL
BW-BOTTOM OF WALL
BS-BOTTOM OF STAIRS
PERF-PERFORATED
MIN-MINIMUM
MAX-MAXIMUM
INV-INVERT
CB-CATCH BASIN
MH-MANHOLE
DI-DRAINAGE INLET

DRAFT NOT FOR CONSTRUCTION

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WAHINGTON STREET TO WILLIAMS STREET
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DRAWING TITLE:	OVERALL PLAN
DRAWN BY:	JWJ
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SCALE:	1"=30'
JOB NO.:	23-195
DATE:	12/11/2023
TAX MAP#:	

C100

THE GENEVA CITY COUNCIL

JOURNAL OF PROCEEDINGS

SPECIAL COUNCIL MEETING

January 16, 2024 – 5:00 PM
City Hall – Second Floor Conference Room
47 Castle Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

1. ROLL CALL

Present: Clr. Brennan, Clr. Lavin, Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, and Clr. Whitfield (arrived at 5:10pm)

2. EXECUTIVE SESSION

ACTION TAKEN by Clr. Petropoulos; seconded by Clr. Gillotte
MOVED THAT council move to executive session at 5:00pm to discuss matters leading to the appointment of a particular person or corporation for purposes of Legal Services
MOTION CARRIED UNANIMOUSLY (7-1 Absent)

ACTION TAKEN by Clr. Grimaldi; seconded by Clr. Lavin
MOVED THAT council exit executive session at 6:47pm
MOTION CARRIED UNANIMOUSLY

3. ADJOURNMENT

ACTION TAKEN by Clr. Grimaldi; seconded by Clr. Lavin
MOVED THAT the meeting be adjourned at 6:47pm
MOTION CARRIED UNANIMOUSLY

Nicole Wright
City Clerk

T H E G E N E V A C I T Y C O U N C I L

JOURNAL OF PROCEEDINGS

SPECIAL COUNCIL MEETING

January 22, 2024 – 5:00 PM
City Hall – Second Floor Conference Room
47 Castle Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

1. ROLL CALL

Present: Clr. Brennan, Clr. Lavin, Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, and Clr. Whitfield (arrived at 5:08pm)

2. EXECUTIVE SESSION

ACTION TAKEN by Clr. Petropoulos; seconded by Clr. Pealer
MOVED THAT council move to executive session at 5:03pm to discuss a personnel matter
MOTION CARRIED UNANIMOUSLY (7-1 Absent)

ACTION TAKEN by Clr. Lavin; seconded by Clr. Pealer
MOVED THAT council exit executive session at 6:03pm
MOTION CARRIED UNANIMOUSLY

3. ADJOURNMENT

ACTION TAKEN by Clr. Lavin; seconded by Clr. Pealer
MOVED THAT council exit executive session at 6:03pm
MOTION CARRIED UNANIMOUSLY

Nicole Wright
City Clerk

T H E G E N E V A C I T Y C O U N C I L

JOURNAL OF PROCEEDINGS

SPECIAL COUNCIL MEETING

January 29, 2024 – 5:00 PM
City Hall – Second Floor Conference Room
47 Castle Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

1. ROLL CALL

Present: Clr. Brennan, Clr. Lavin, Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, and Clr. Whitfield (arrived at 5:13pm)

2. EXECUTIVE SESSION

ACTION TAKEN by Clr. Lavin; seconded by Clr. Petropoulos
MOVED THAT council move to executive session at 5:00pm to discuss a personnel matter
MOTION CARRIED UNANIMOUSLY (7-1 Absent)

ACTION TAKEN by Clr. Brennan; seconded by Clr. Petropoulos
MOVED THAT council exit executive session at 5:38pm
MOTION CARRIED UNANIMOUSLY

3. ADJOURNMENT

ACTION TAKEN by Clr. Grimaldi; seconded by Clr. Whitfield
MOVED THAT council exit executive session at 5:38pm
MOTION CARRIED UNANIMOUSLY

Nicole Wright
City Clerk

RESOLUTION # 5 - 2024

RESOLUTION DECLARING CITY EQUIPMENT SURPLUS PROPERTY

WHEREAS, the City of Geneva no longer has use for the following items:

1. **2009 Chevrolet Tahoe (White)**
   VIN-1GNFK03009R167961

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Geneva, New York, that the above equipment be declared surplus property, and

FURTHER BE IT RESOLVED the proceeds from the sale of the surplus equipment will be applied to the Equipment Amortization Fund and used as trade for upgraded equipment.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: Liz Toner, Special Events Coordinator (PED)

Meeting Date: February 7, 2024

Item Title: Resolution authorizing the City Manager to execute a grant agreement.

Action Required:
An affirmative vote by a majority of City Council is required in order to authorize the City Manager to execute a grant agreement with the NYS Office of Parks, Recreation and Historic Preservation (OPRHP).

Background:

The City of Geneva applied for financial assistance from the NYS OPRHP under the Recreational Trails Program for the purpose of funding the development of the Geneva Trail Project. The Geneva Trail Project is a phased approach to the Rail-to-Trail project for the inactive LeHigh Valley rail line as outlined in the City of Geneva's North End Brownfield Opportunity Area Open Space & Connectivity Strategy Planning Project that was completed in 2022. This phase will construct a shared use trail bridge over Doran Avenue and reinforce a section of the trail that has eroded causing a narrowing that does not allow a safe width for use.

The Rail-to-Trail project is an important opportunity for community access to green space and offer recreational opportunities for residents and visitors alike and will ultimately connect to regional trail systems.

Financial Impact:
None at this time.

Office of the City Manager
Amie Hendrix
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 789-2603 - FAX (315) 789-0604 – ahendrix@geneva.ny.us - www.cityofgenevany.com

RESOLUTION # 6 – 2024

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT – RECREATIONAL TRAILS PROGRAM PROJECT #239200

WHEREAS, that City of Geneva applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the Recreational Trails Program for the purpose of funding the development of the Geneva Trail Project as a part of Geneva's Brownfield Opportunity Area Open Space and Connectivity Strategy, and;

WHEREAS, that City of Geneva is authorized and directed to accept these grant funds in an amount not to exceed $180,000 for the project described in the grant application, and;

WHEREAS, that City of Geneva is authorized and directed to agree to the terms and conditions of the Master Contract with OPRHP for such development of the Geneva Trail Project, and;

WHEREAS, that City of Geneva is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; and

NOW, THERE, BE IT RESOLVED by the City Council of the City of Geneva, New York hereby delegates signing authority to execute the Master Contract and any amendments thereto, any required deed of easement, and any other certifications that may be applicable, to the City Manager.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: David West, Director of Planning & Economic Development

Meeting Date: Feb 7, 2024

Item Title: RESOLUTION DECLARING GENEVA LAKE TUNNEL ENHANCEMENT PROJECT A TYPE 2 ACTION UNDER SEQR

Action Required:

An affirmative vote on the provided resolution is a necessary step in moving this project forward.

Background:

As part of the City of Geneva's successful DRI application, which received $10,000,000 in total funding from New York State, funds were allocated to various projects throughout the City. Based on city efforts reviewing needs for the future of the Geneva Lakefront the pedestrian tunnel connecting Solar Village and Downtown to the lakefront trail system was identified as an area in need of improvement in terms of both the physical infrastructure and aesthetics. New York State agreed to allocate funds to these improvements after the initial package of projects had completed environmental review, so this component had not previously been considered from the perspective of SEQR. Design work is complete, in order to proceed to completing the work in a way that is reimbursable by New York State, the City is required to complete environmental review under the State Environmental Quality Review Act.

Other Relevant Information:

The New York State Environmental Quality Review Act requires that agencies categorize any action into one of 3 categories: Type 1, Type 2, or Unlisted. Type 1 actions are enumerated by the state in 6 CRR-NY 617.4, these are generally large projects likely to have a significant environmental impact and they require the preparation of a SEQR Long Form by the applicant and the reviewing agency. Type 2 actions are enumerated in 6 CRR-NY 617.5 and include actions that by definition are unlikely to have a significant impact. Once an action is determined to be included on the list of Type 2 actions, there is no further review required under SEQR. Unlisted actions are those that do not fit easily into the list of Tye 1 or Type 2 actions. Unlisted actions are generally reviewed using a SEQR Short Form.

Office of the City Manager
Amie Hendrix
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 789-2603 - FAX (315) 789-0604 – ahendrix@geneva.ny.us - www.cityofgenevany.com

As the entity accepting state funding for this project, it is the job of the City Council to determine the type of action for the project and to develop and review SEQR forms if necessary.

The Type 2 action descriptions that reasonably apply to this project are:

> **(1)** maintenance or repair involving no substantial changes in an existing structure or facility;**(2)** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;**(3)** retrofit of an existing structure and its appurtenant areas to incorporate green infrastructure; (5) repaving of existing highways not involving the addition of new travel lanes; (6) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;

Financial Impact:
None at this time.

CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS

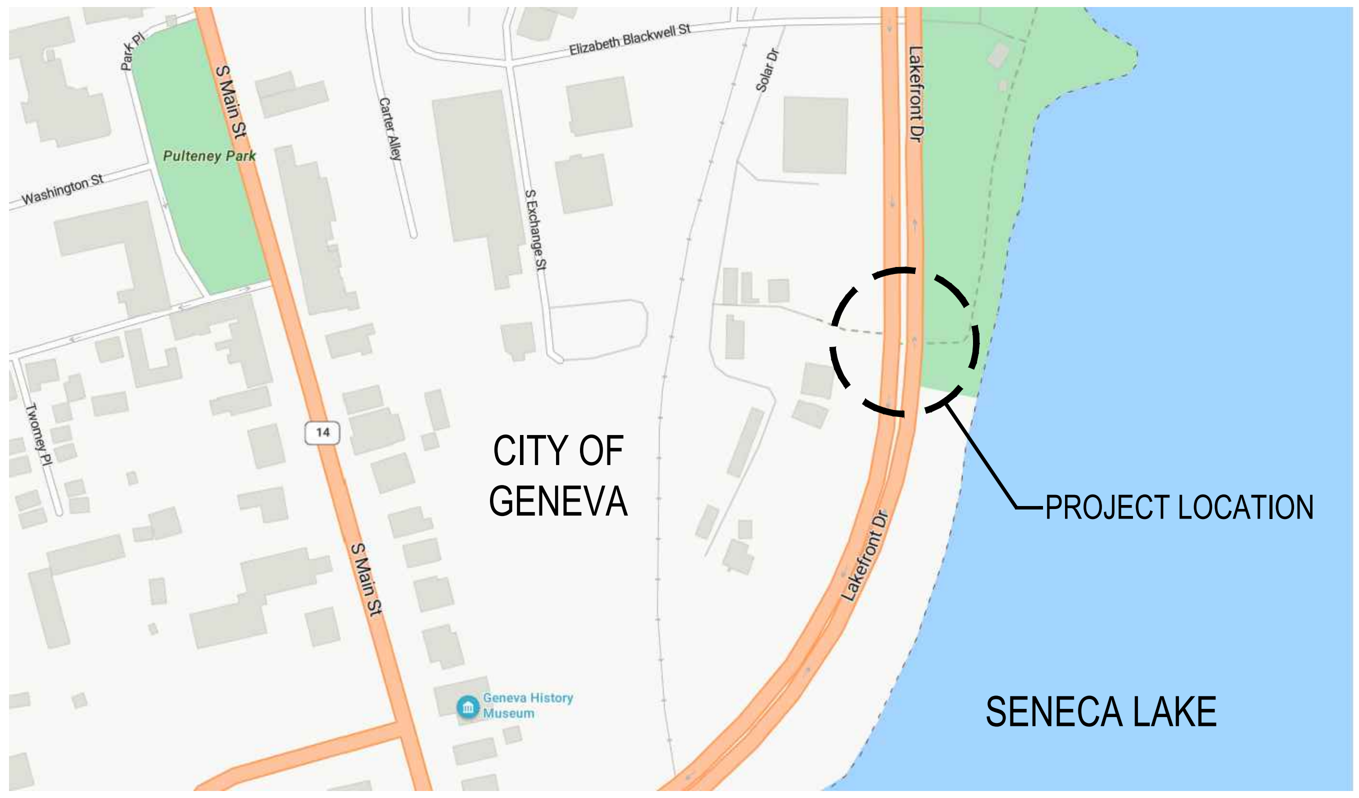
GENEVA, NEW YORK
- LAKEFRONT PARK -

KHH PROJECT NO.: 122135

DATE: 07/24/2023

100% FINAL
July. 24, 2023
OWNER REVIEW
NOT FOR CONSTRUCTION

Klepper, Hahn & Hyatt
STRUCTURAL ENGINEERING
LANDSCAPE ARCHITECTURE
BUILDING ENVELOPE SYSTEMS
5710 COMMONS PARK DRIVE
EAST SYRACUSE, NEW YORK 13057-9581
phone: 315-446-9201
fax: 315-446-9205



NORTH

PROJECT LOCATION MAP
NOT TO SCALE

LIST OF DRAWINGS	
No.	Drawing Name
L1.00	OVERALL SITE IMPROVEMENTS AREA KEY PLAN
L1.01	SITE DEMOLITION PLANS
L1.02	LAKEFRONT PLAZA SITE PLANS
L1.03	SOLAR VILLAGE POCKET PARK SITE PLANS
L1.04	SITE PLANTING PLANS
L2.00	PEDESTRIAN TUNNEL PLANS AND DETAILS
L3.00	SITE DETAILS
L3.01	SITE UTILITY DETAILS
L3.02	SITE LANDSCAPING DETAILS
E001	DRAWING INDEX, SYMBOLS & ABBREVIATIONS
E101	SITE PLAN
E102	ENLARGED PLAN AND SECTION
R1.00	SITE IMPROVEMENTS VISUAL RENDERINGS

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LIST OF ABBREVIATIONS

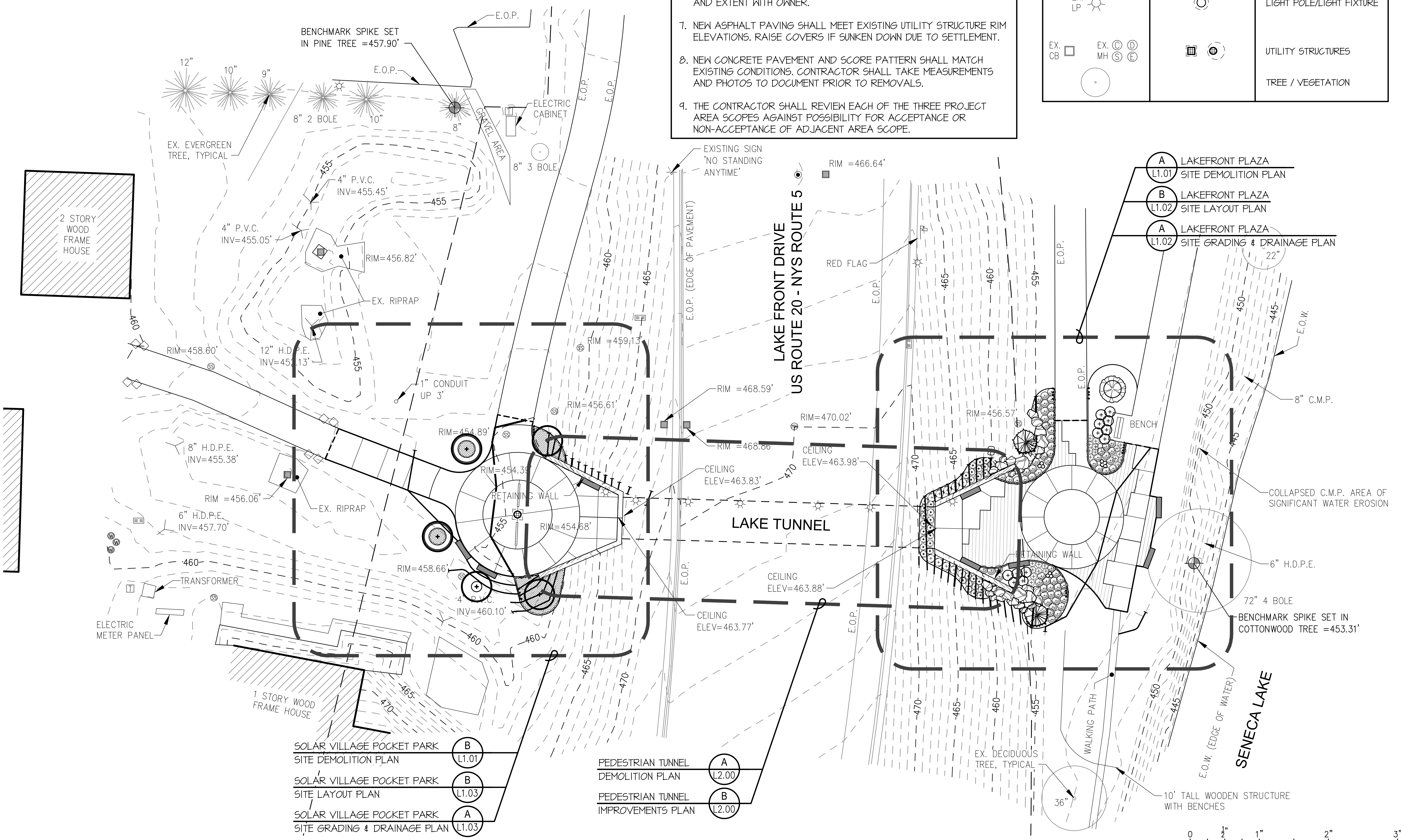
ALT	ALTERNATE	FDN	FOUNDATION	REQ'D	REQUIRED		
APPROX.	APPROXIMATELY	FTG	FOOTING	SAN.	SANITARY		
ASPH.	ASPHALT	GALV.	GALVANIZED	SECT.	SECTION		
BFE	BOTTOM OF FOOTING ELEV.	HORIZ.	HORIZONTAL	SF	SQUARE FEET		
BS	BOTTOM OF STAIRS	I.E.	INVERT ELEVATION	SIM.	SIMILAR		
CB	CATCH BASIN	INFO	INFORMATION	SPEC'S	SPECIFICATIONS		
℄ OR CL	CENTERLINE	LP	LIGHT POLE	SQ.	SQUARE		
CO	CLEANOUT	MAX.	MAXIMUM	S.S.	STAINLESS STEEL		
CONC.	CONCRETE	M.E.	MATCH EXISTING	STRUCT.	STRUCTURAL		
CONT.	CONTINUOUS OR CONTAINER	MH	MANHOLE	TEL	TELEPHONE		
CVR	COVER	MIN.	MINIMUM	TEMP.	TEMPORARY		
DIA.	DIAMETER	No.	NUMBER	TFE	TOP OF FOOTING ELEVATION		
DI	DROP INLET	NTS	NOT TO SCALE	TS	TOP OF STAIRS		
DWG	DRAWING	O.C.	ON CENTER	TW	TOP OF WALL		
DWGS	DRAWINGS	PERF.	PERFORATED	TYP.	TYPICAL		
EA	EACH	P.O.B.	POINT OF BEGINNING	UD	UNDERDRAIN		
ELEC	ELECTRIC	PSI	POUNDS PER SQUARE INCH	U.N.O.	UNLESS NOTED OTHERWISE		
ELEV.	ELEVATION	R	RADIUS	VERT.	VERTICAL		
EQ.	EQUAL	REF.	REFERENCE	V.I.F.	VERIFY IN FIELD		
EXIST. OR EX.	EXISTING	REQ'S	REQUIREMENTS				

GENERAL NOTES

1. ALL GRADES SHOWN ARE FINISHED GRADES. VERIFY ALL DIMENSIONS AND GRADES SHOWN PRIOR TO THE START OF ANY WORK.
2. UNDERGROUND UTILITIES INDICATED MAY BE APPROXIMATE ONLY. VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CONTACT 'DIG SAFE NY' (811) FOR UTILITY MARK-OUT PRIOR TO THE START OF WORK.
3. ALL DIMENSIONS ARE RIGHT ANGLES UNLESS NOTED OTHERWISE.
4. ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET SHALL BE REFERRED TO THE ARCHITECT BY THE CONTRACTOR FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5. STOCKPILE SALVAGED MATERIALS WHERE DIRECTED BY OWNER.
6. PROVIDE, ERECT AND MAINTAIN A TEMPORARY CONSTRUCTION FENCE AROUND THE PROJECT WORK LIMITS. COORDINATE LOCATION AND EXTENT WITH OWNER.
7. NEW ASPHALT PAVING SHALL MEET EXISTING UTILITY STRUCTURE RIM ELEVATIONS. RAISE COVERS IF SUNKEN DOWN DUE TO SETTLEMENT.
8. NEW CONCRETE PAVEMENT AND SCORE PATTERN SHALL MATCH EXISTING CONDITIONS. CONTRACTOR SHALL TAKE MEASUREMENTS AND PHOTOS TO DOCUMENT PRIOR TO REMOVALS.
9. THE CONTRACTOR SHALL REVIEW EACH OF THE THREE PROJECT AREA SCOPES AGAINST POSSIBILITY FOR ACCEPTANCE OR NON-ACCEPTANCE OF ADJACENT AREA SCOPE.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
100	100	CONTOUR LINES
+ (100.50)	+ 100.50	SPOT ELEVATION (FINISH GRADE)
	H.P. + 100.50 L.P. + 100.50	HIGH/LOW POINT
		DIRECTION OF SURFACE FLOW
PL		PROPERTY LINE
BM		BENCH MARK
	P.O.B.	POINT OF BEGINNING
ST		STORM PIPE
EX. LP		LIGHT POLE/LIGHT FIXTURE
EX. CB, EX. MH		UTILITY STRUCTURES
		TREE / VEGETATION



NORTH

A L1.00 OVERALL SITE IMPROVEMENTS AREA KEY PLAN
SCALE: 1" = 20'-0"

REFERENCE SCALE BAR

REFERENCE SCALE BAR PROVIDED TO CONFIRM WHEN DRAWING SIZE HAS BEEN REDUCED OR ENLARGED IN REPRODUCTION. THIS SCALE BAR IS FOR SHEET SIZE REFERENCE ONLY AND DOES NOT REPLACE SCALES AS NOTED ON INDIVIDUAL DRAWINGS.

Klepper, Hahn & Hyatt
SYRACUSE, NY
STRUCTURAL ENGINEERING
LANDSCAPE ARCHITECTURE
BUILDING ENVELOPE SYSTEMS

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PROFESSIONAL SEAL:

100% FINAL
July 24, 2023
OWNER REVIEW
NOT FOR CONSTRUCTION

EXPIRATION DATE: 03/31/2026

OVERALL SITE IMPROVEMENTS AREA KEY PLAN

CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet. No. L1.00

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DEMOLITION LEGEND

1. SAW CUT EXISTING PAVEMENT.
2. REMOVE EXISTING ASPHALT PAVEMENT.
3. REMOVE EXISTING CONCRETE PAVEMENT.
4. REMOVE EXISTING STORM STRUCTURE.
5. REMOVE EXISTING STORM PIPE.

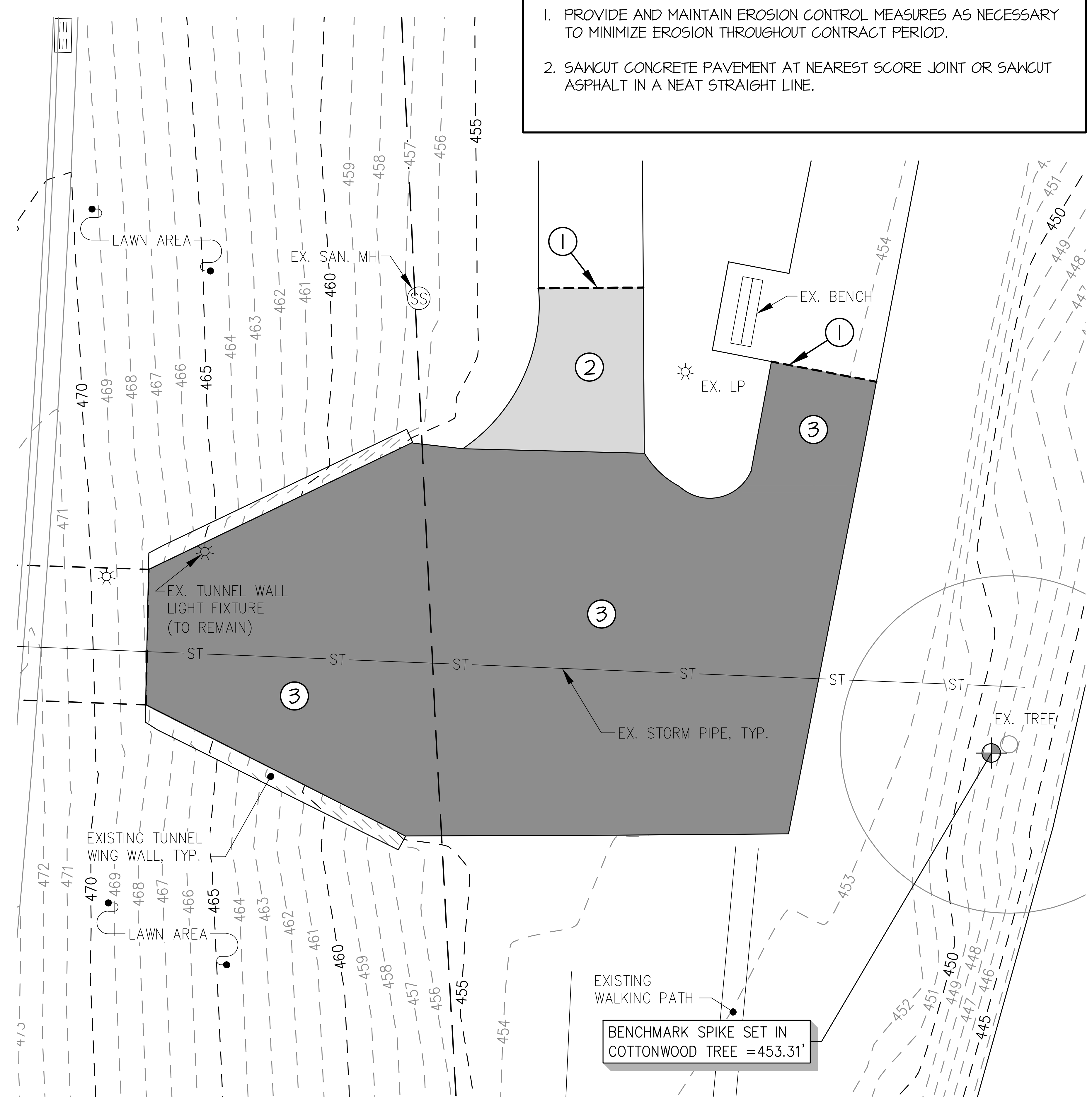
DEMOLITION NOTES

1. PROVIDE AND MAINTAIN EROSION CONTROL MEASURES AS NECESSARY TO MINIMIZE EROSION THROUGHOUT CONTRACT PERIOD.
2. SAWCUT CONCRETE PAVEMENT AT NEAREST SCORE JOINT OR SAWCUT ASPHALT IN A NEAT STRAIGHT LINE.

B L1.01 SOLAR VILLAGE POCKET PARK SITE DEMOLITION PLAN

SCALE: 1" = 10'-0"

[PARTIAL PLAN]



A L1.01 LAKEFRONT PLAZA SITE DEMOLITION PLAN

SCALE: 1" = 10'-0"

[PARTIAL PLAN]

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PROFESSIONAL SEAL:

100% FINAL OWNER REVIEW
July 24, 2023
NOT FOR CONSTRUCTION

EXPIRATION DATE: 03/31/2026

SITE DEMOLITION PLANS
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet No. L1.01

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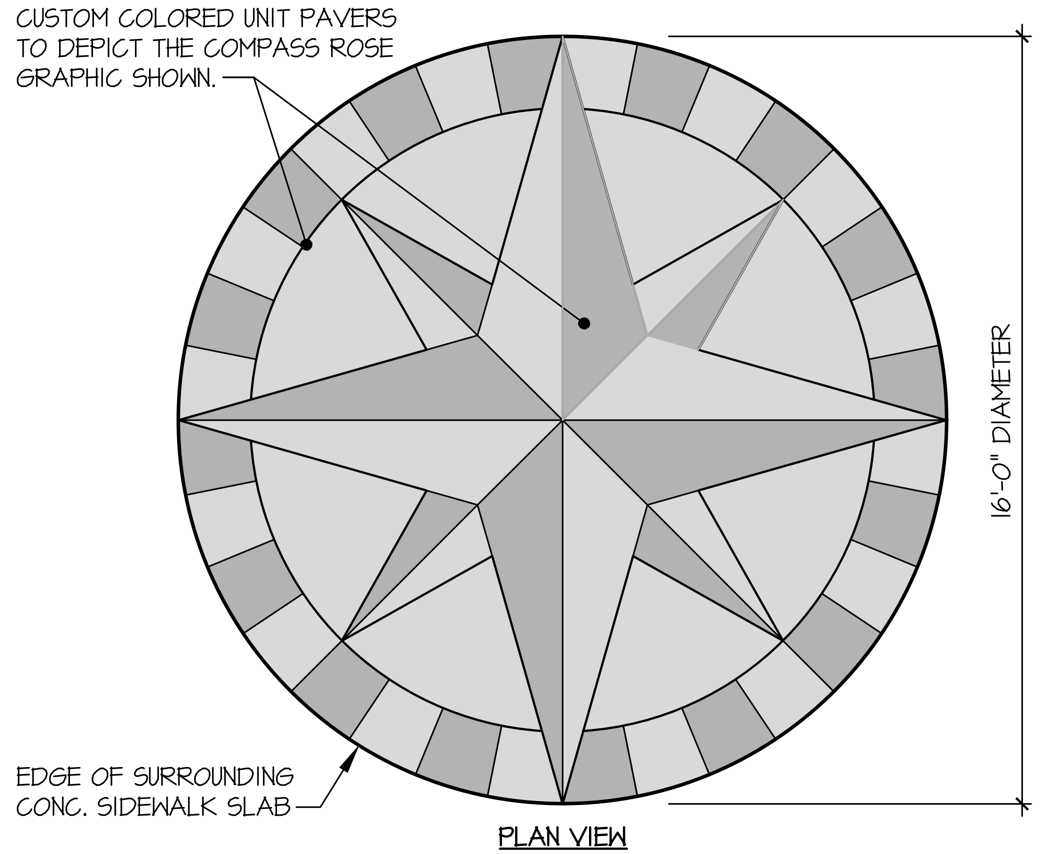
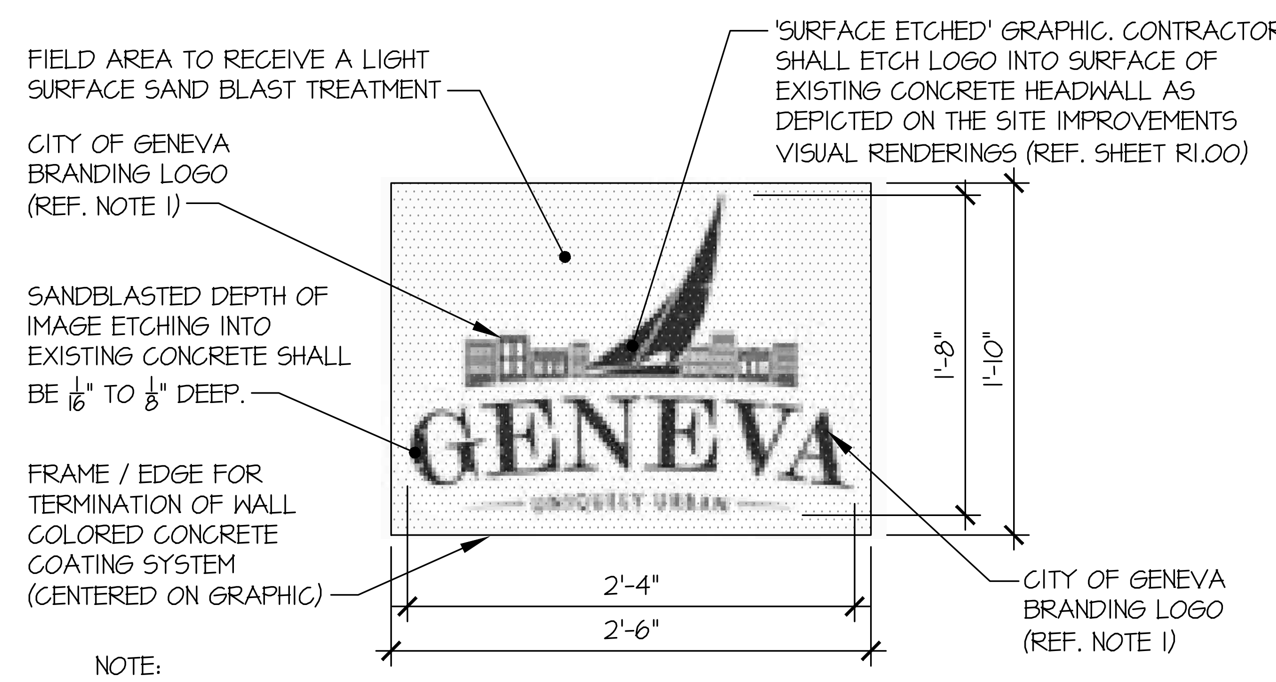
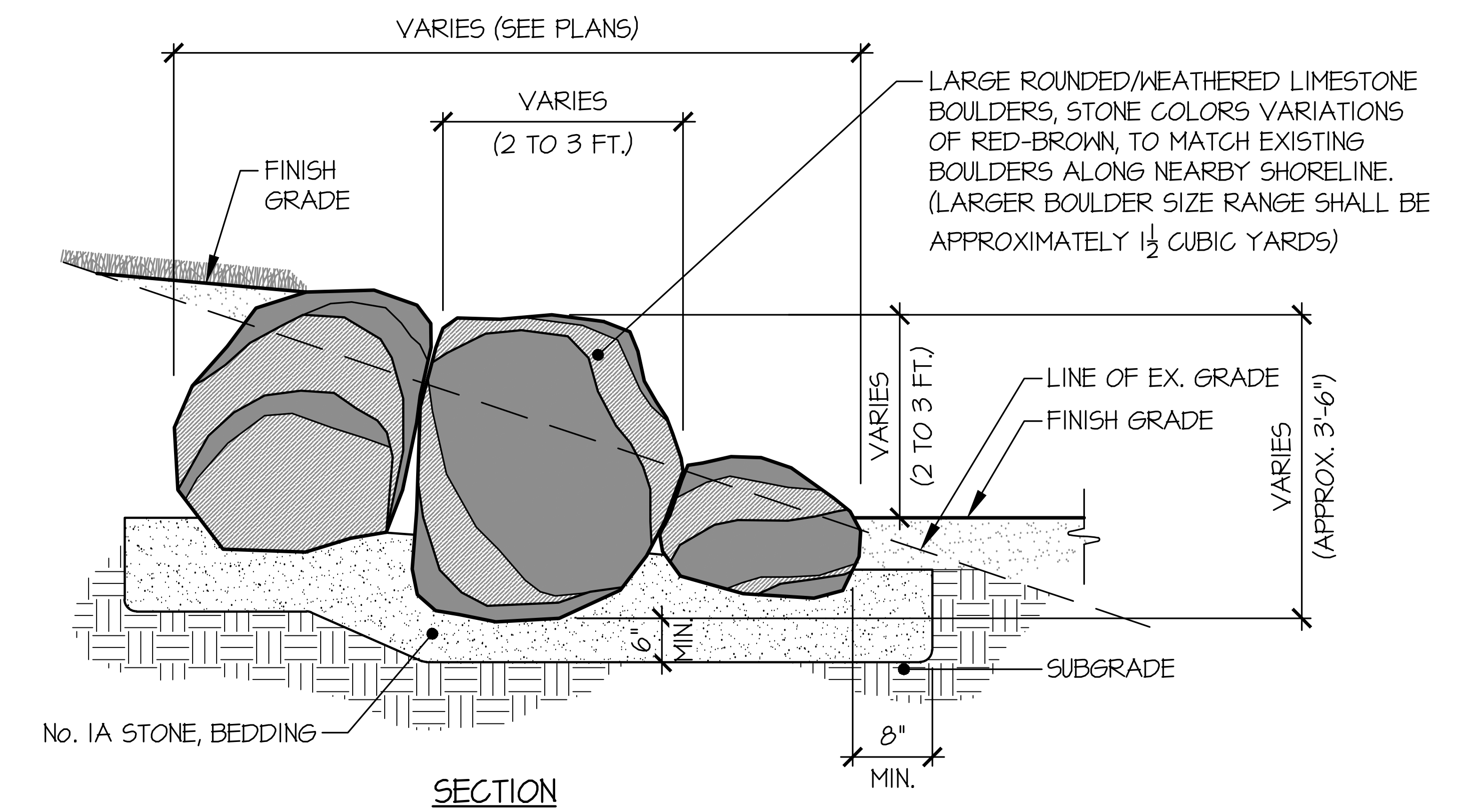


3 L1.02 COMPASS ROSE UNIT PAVER AREA
N.T.S.

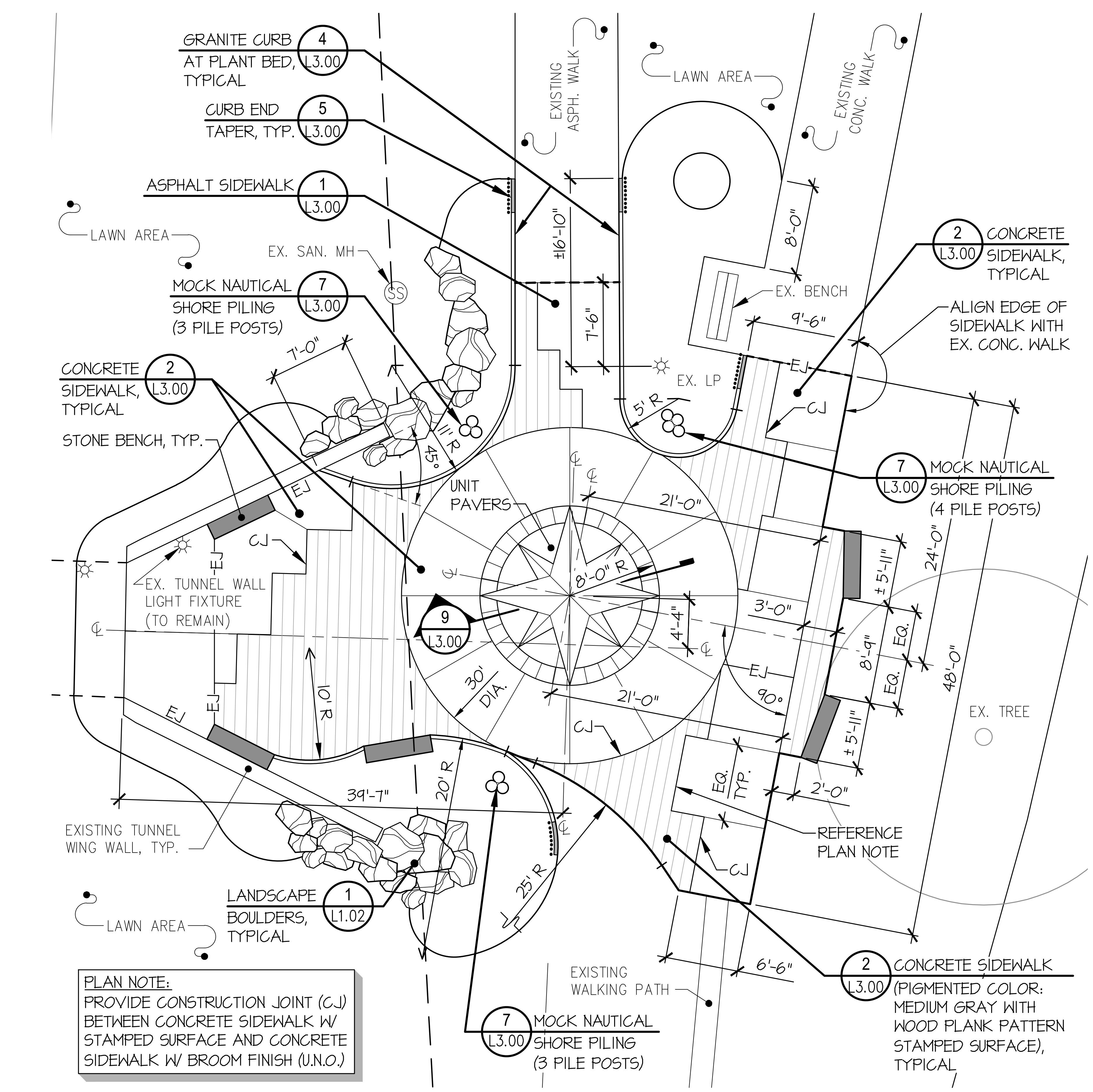


NOTE:
1) CITY OF GENEVA BRANDING LOGO GRAPHIC TO BE PROVIDED TO THE CONTRACTOR FOR USE WITH GENERATING ETCHING TEMPLATE.
2) LOCATE SURFACE GRAPHIC ONTO EXISTING TUNNEL HEADWALL, CENTERED ABOVE EACH OF THE TUNNEL ENTRANCES. REFERENCE VISUAL RENDERINGS DEPICTED ON SHEET R1.00.

2 L1.02 TUNNEL WALL FACE - SURFACE GRAPHIC
N.T.S.

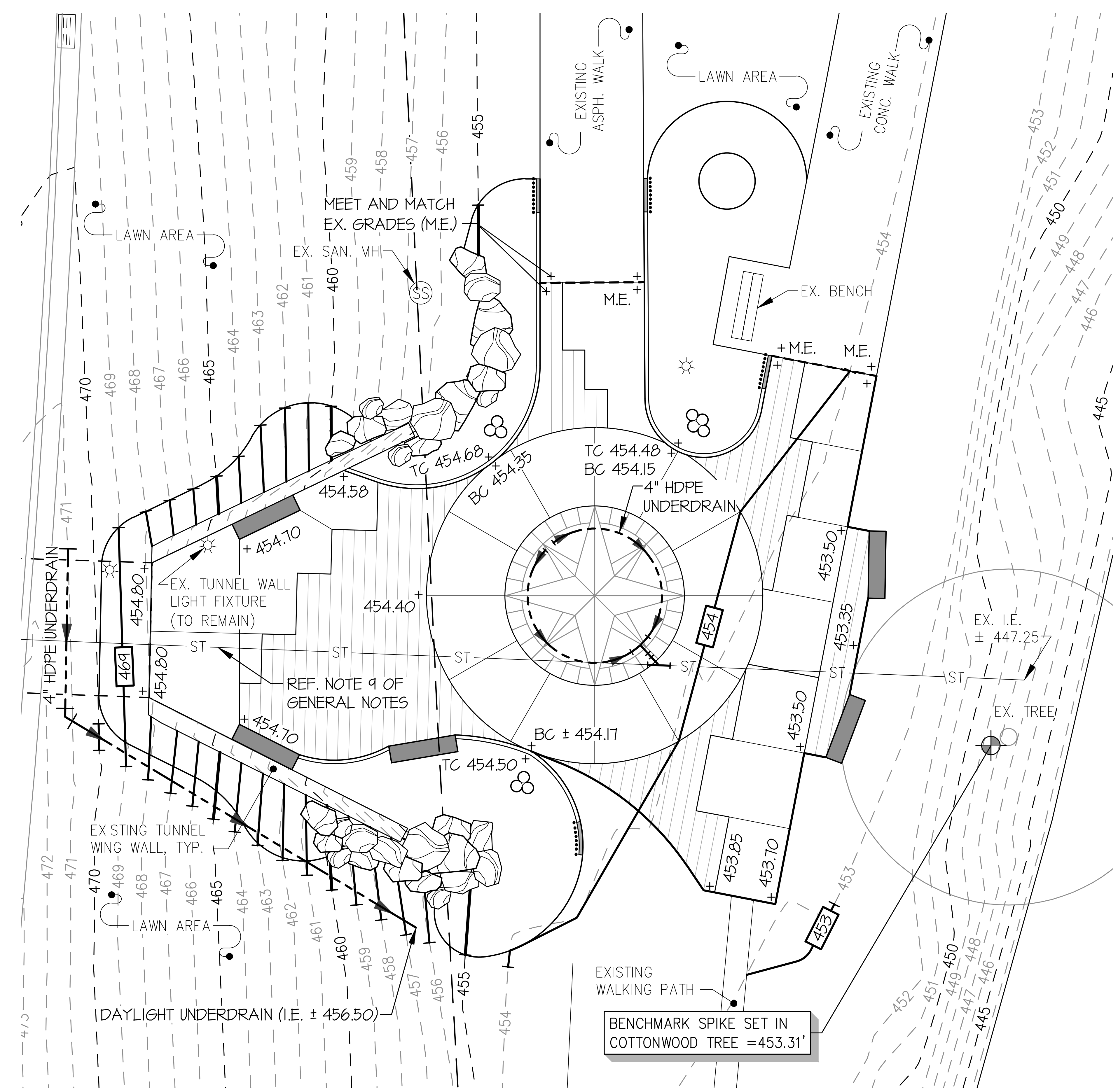


1 L1.02 LANDSCAPE BOULDERS
N.T.S.



PLAN NOTE:
PROVIDE CONSTRUCTION JOINT (CJ) BETWEEN CONCRETE SIDEWALK W/ STAMPED SURFACE AND CONCRETE SIDEWALK W/ BROOM FINISH (U.N.O.)

B L1.02 LAKEFRONT PLAZA SITE LAYOUT PLAN
SCALE: 1" = 10'-0"
[PARTIAL PLAN]



A L1.02 LAKEFRONT PLAZA SITE GRADING AND DRAINAGE PLAN
SCALE: 1" = 10'-0"
[PARTIAL PLAN]

REFERENCE SCALE BAR

REFERENCE SCALE BAR PROVIDED TO CONFIRM WHEN DRAWING SIZE HAS BEEN REDUCED OR ENLARGED IN REPRODUCTION. THIS SCALE BAR IS FOR SHEET SIZE REFERENCE ONLY AND DOES NOT REPLACE SCALES AS NOTED ON INDIVIDUAL DRAWINGS.

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PROFESSIONAL SEAL:
100% FINAL
July 24, 2023
OWNER REVIEW
NOT FOR CONSTRUCTION
EXPIRATION DATE: 03/31/2026

LAKEFRONT PLAZA SITE PLANS
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet. No.
L1.02

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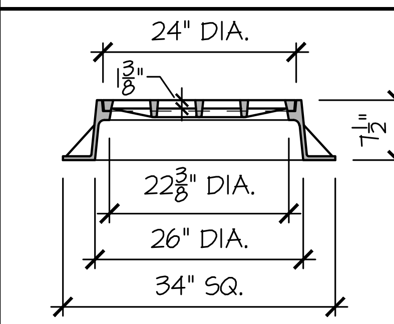
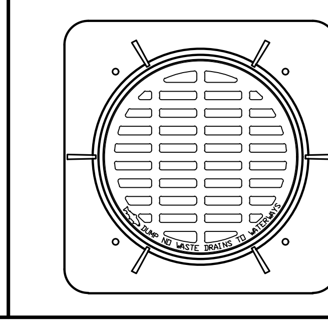
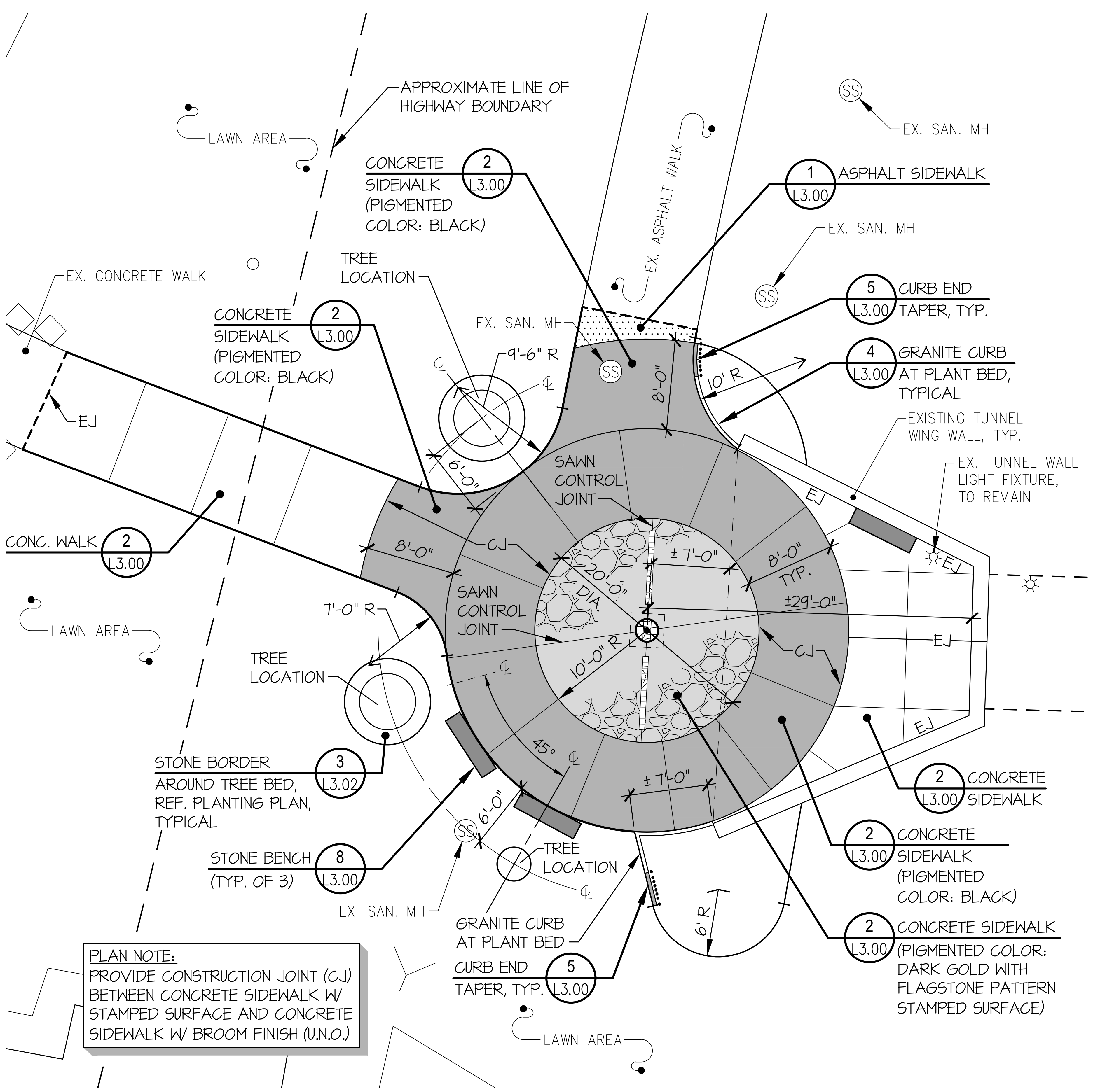
STORM STRUCTURE FRAME & GRATE SCHEDULE

SYMBOL	TYPE	MODEL	SECTION	PLAN VIEW	REMARKS	FINISH
I	GRATED COVER (SQUARE FLANGE)	EJ (EAST JORDAN) HEAVY DUTY FRAME AND GRATE. MODEL No.: 2382 1057 FOR SOLID COVER OR APPROVED EQUIVALENT			COVERS FOR STORM STRUCTURES TO READ: "STORM SEWER"	PRIMER FINISHED AND PAINTED BLACK

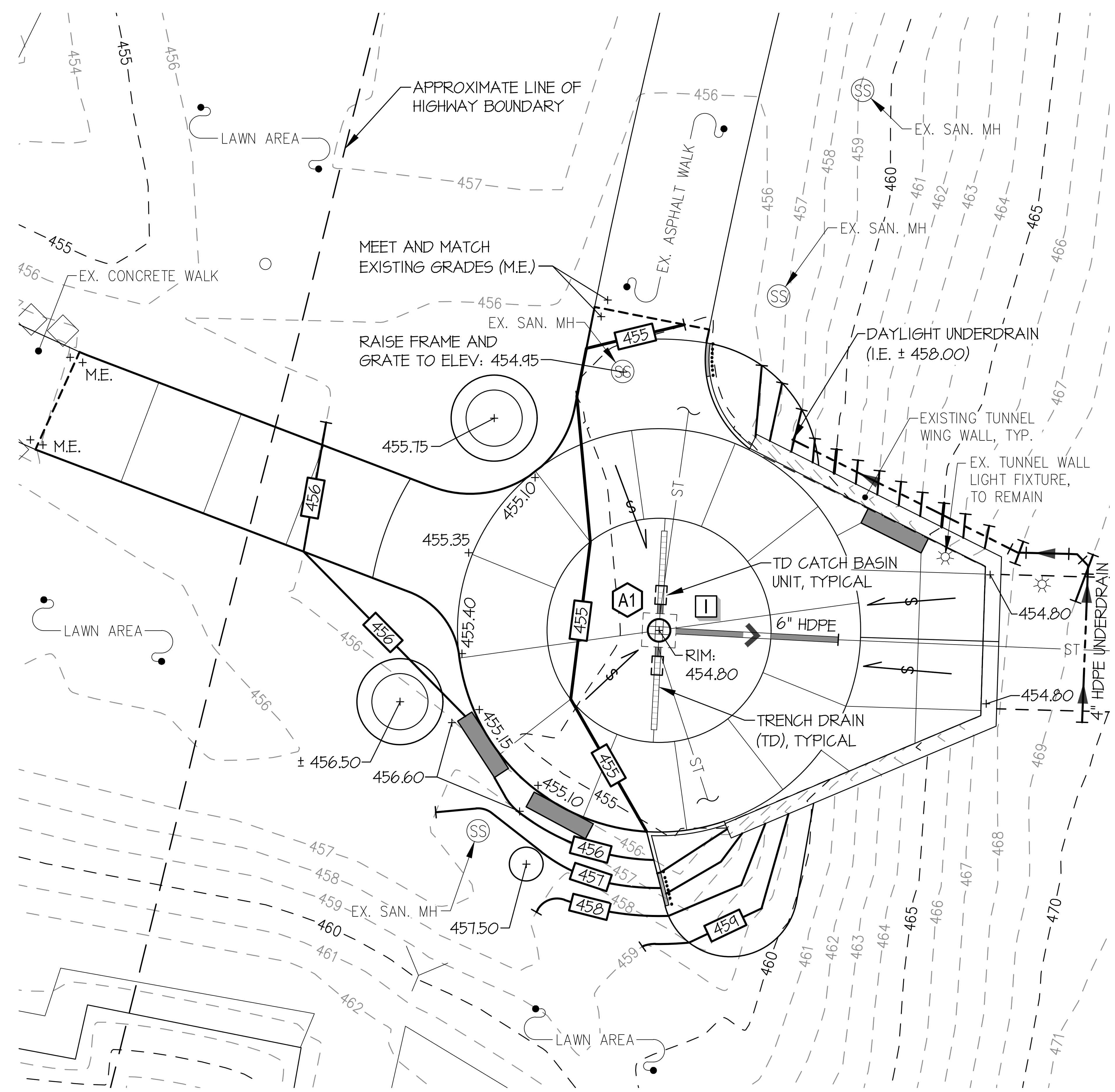


NORTH B L1.03

SOLAR VILLAGE POCKET PARK SITE LAYOUT PLAN

SCALE: 1" = 10'-0"

[PARTIAL PLAN]



NORTH A L1.03

SOLAR VILLAGE POCKET PARK SITE GRADING & DRAINAGE PLAN

SCALE: 1" = 10'-0"

[PARTIAL PLAN]

0 1/2" 1" 2" 3"

REFERENCE SCALE BAR

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PROFESSIONAL SEAL:

100% FINAL OWNER REVIEW
July 24, 2023
NOT FOR CONSTRUCTION

EXPIRATION DATE: 03/31/2026

SOLAR VILLAGE POCKET PARK SITE PLANS

CITY OF GENEVA

LAKE TUNNEL ENHANCEMENTS

GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

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L1.03

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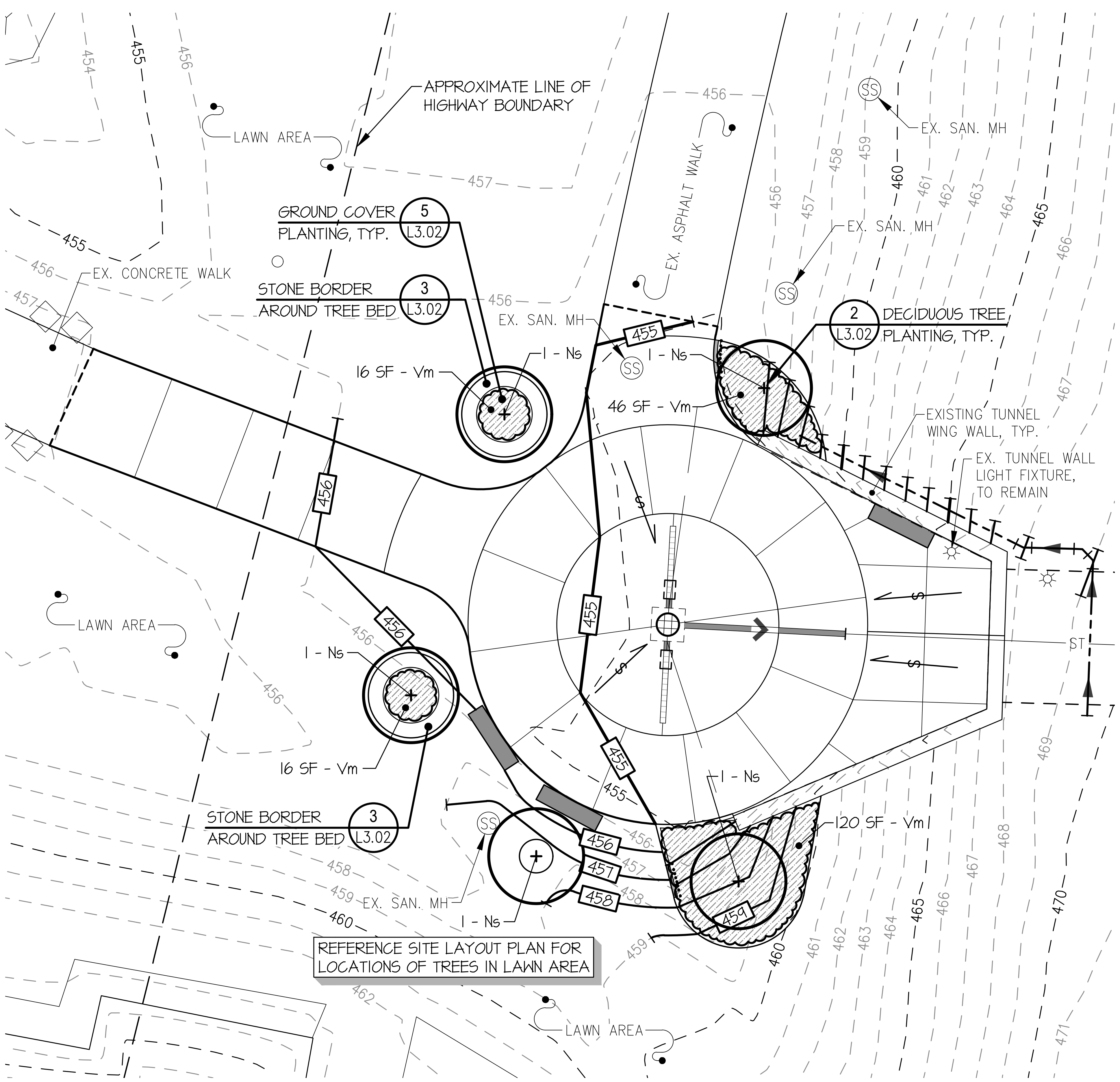
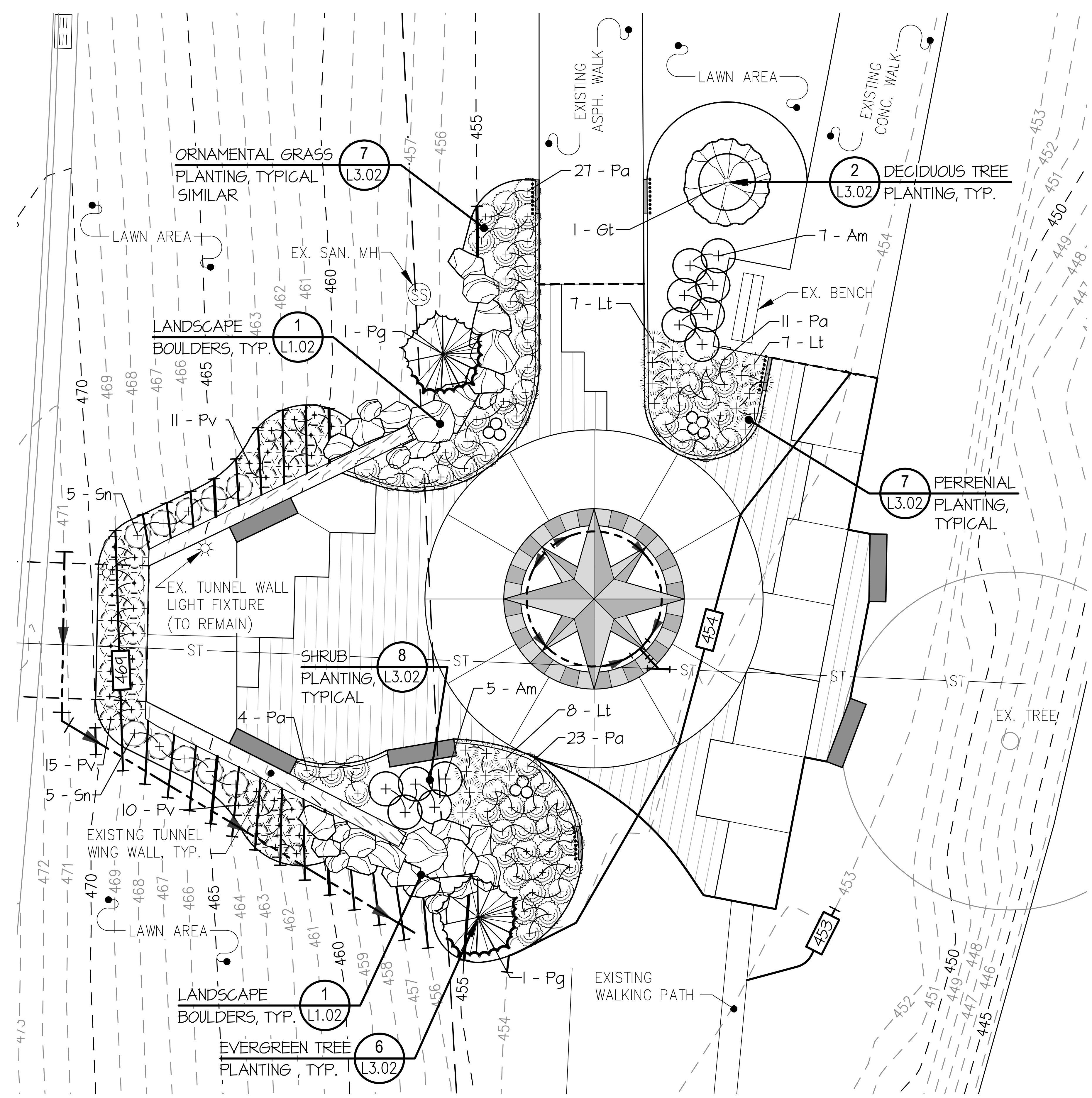
PLANT SCHEDULE

PLAN SYMBOL	KEY	COMMON NAME	BOTANICAL NAME	CALIPER	HEIGHT	CONDITION	REMARK
TREES							
	Gt	Thornless Honeylocust	Gleditsia triacanthos 'inermis'	3"	12'-14'	B&B	SHADE TREE
	Ns	Black Gum	Nyssa sylvatica	2 1/2"	10'-12'	B&B	STREET TREE FORM
	Pg	White Spruce	Picea glauca	6'-8'		B&B	NATURAL FORM (NOT SHEARED)
SHRUBS							
	Am	Black Chokeberry	Aronia Melanocarpa	3 ft.		#5 CONTAINER	Full Bodied Form

PLAN SYMBOL	KEY	COMMON NAME	BOTANICAL NAME	HEIGHT	CONDITION	REMARK
ORNAMENTAL GRASSES						
	Pa	Black Fountain Grass	Pennisetum alopercurioides 'Moundry'	12"	#3 CONTAINER	
	Pv	Switchgrass	Panicum virgatum	30"	#3 CONTAINER	
	Sn	Blue Indian Grass	Sorghastrum nutans 'Sioux Blue'	18"	#3 CONTAINER	
GROUND COVERS						
	Vm	Periwinkle	Vinca Minor		SOD FORM	SEE DETAIL FOR SIZE & SPACING
PERENNIALS						
	Lt	Stella Daylily	Hemerocallis 'Stella D'oro'		#2 CONTAINER	MIX OF YELLOW & RED FLOWERS



B L1.04 **SOLAR VILLAGE POCKET PARK PLANTING PLAN**
SCALE: 1" = 10'-0" [PARTIAL PLAN]



A L1.04 **LAKEFRONT PLAZA PLANTING PLAN**
SCALE: 1" = 10'-0" [PARTIAL PLAN]

0 1/2" 1" 2" 3"
REFERENCE SCALE BAR
REFERENCE SCALE BAR PROVIDED TO CONFIRM WHEN DRAWING SIZE HAS BEEN REDUCED OR ENLARGED IN REPRODUCTION. THIS SCALE BAR IS FOR SHEET SIZE REFERENCE ONLY AND DOES NOT REPLACE SCALES AS NOTED ON INDIVIDUAL DRAWINGS.

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PROFESSIONAL SEAL:
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NOT FOR CONSTRUCTION
EXPIRATION DATE: 03/31/2026

SITE PLANTING PLANS

CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No. 122135LTL
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Drawn By ADG
Designed By JP
Date

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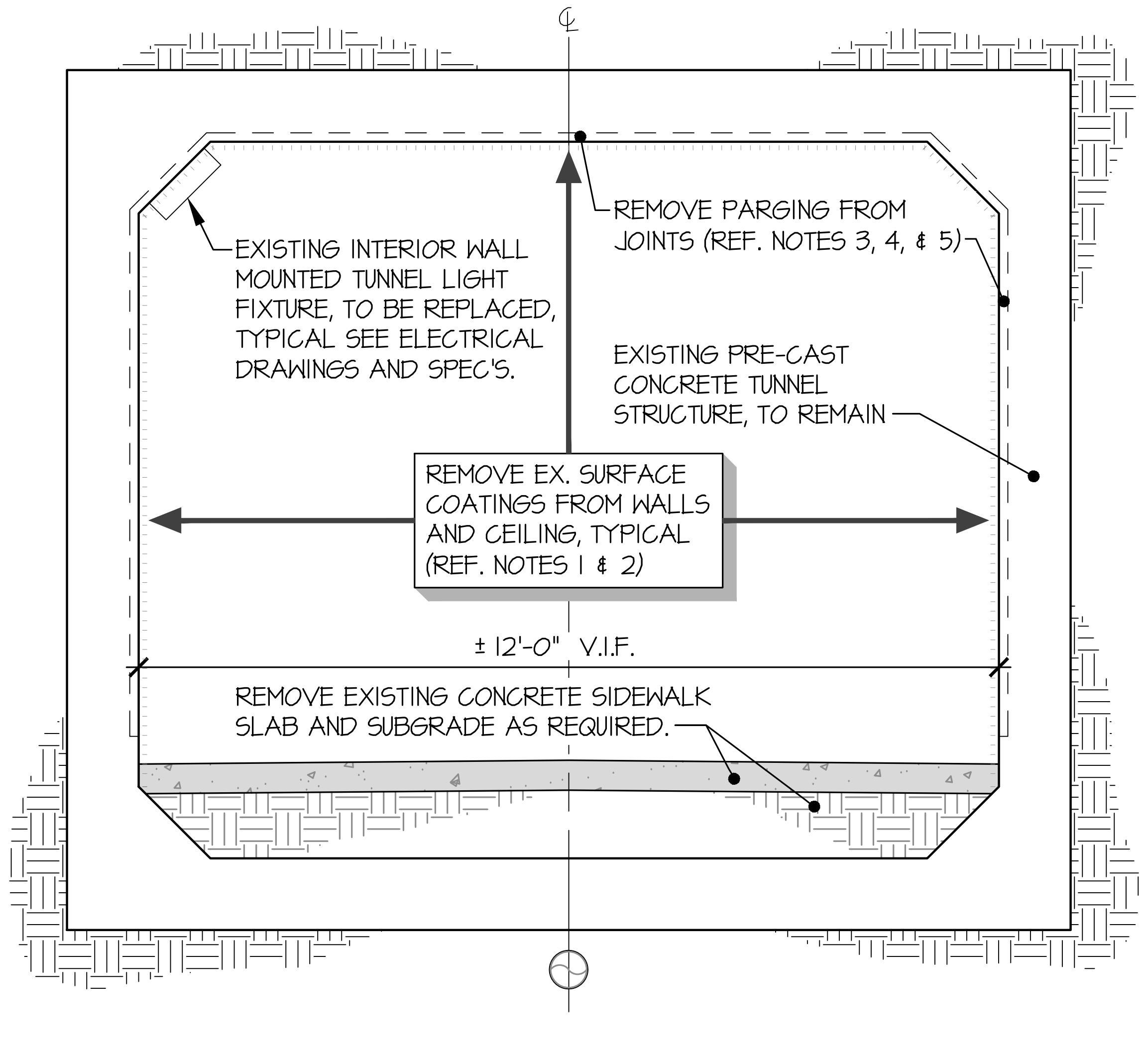


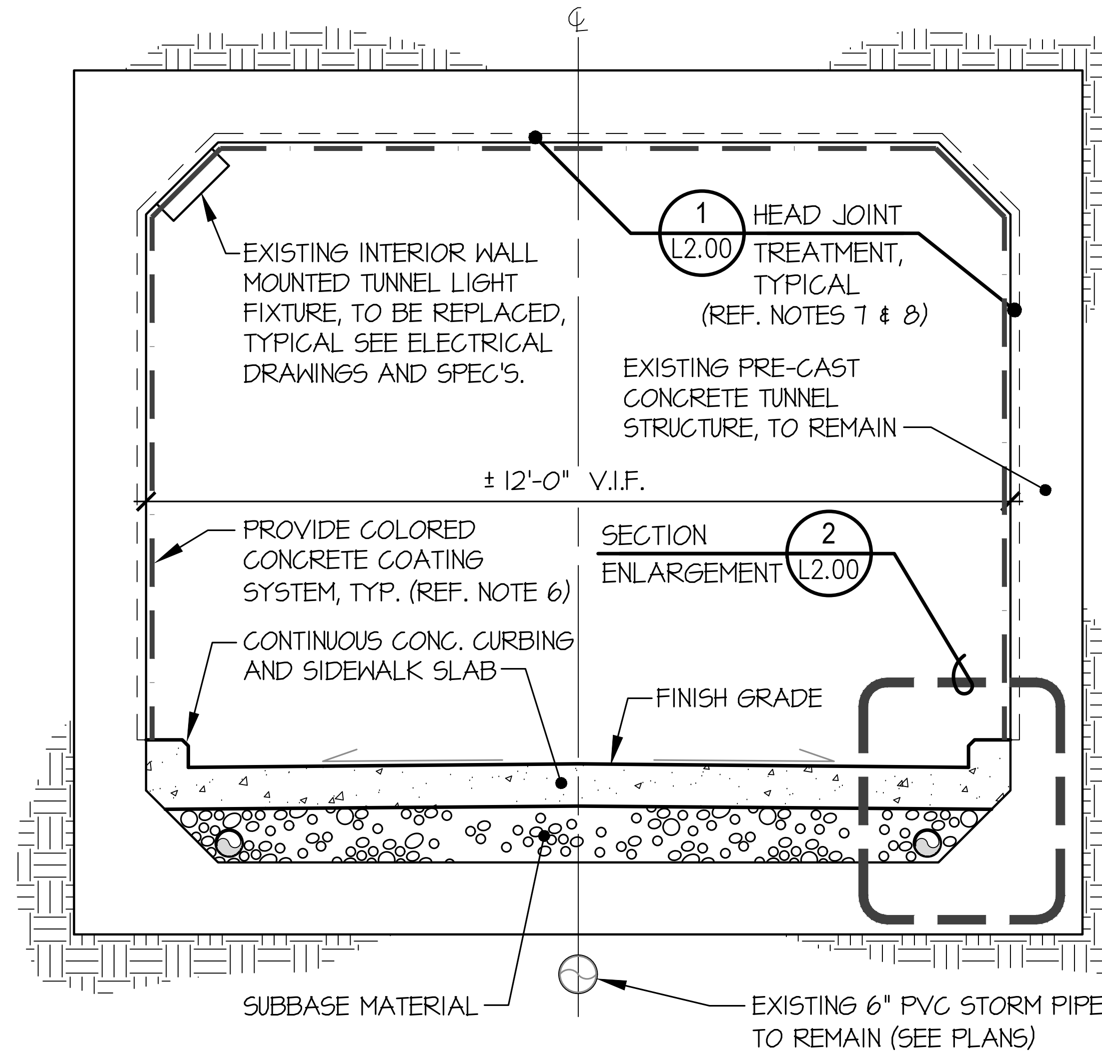
TUNNEL REMOVALS AND PREP. CROSS-SECTION

TUNNEL REMOVALS AND PREP. NOTES:

1) COMPLETELY REMOVE EXISTING PAINT FROM ALL EXPOSED SURFACES OF THE EXISTING TUNNEL (INCLUDES INTERIOR TUNNEL SURFACES (CEILING & WALLS) AND EXTERIOR HEADWALLS).
2) REMOVE ANY EXISTING PARGING OF THE EXISTING PRECAST TUNNEL WALL SURFACES.
3) REMOVE ANY EXISTING MORTAR FROM ALL INTERIOR HEAD JOINTS OF THE EXISTING PRE-CAST CONCRETE TUNNEL UNITS. MORTAR SHALL BE REMOVED TO A DEPTH OF ¾" MINIMUM FOR NARROW JOINTS AND 1½" MINIMUM FOR WIDE JOINTS, TYPICAL.
4) ALL EXISTING JOINT SEALANT MATERIAL, BACKER ROD, AND OR EXISTING MASTIC-LIKE BUTYL MATERIAL WITHIN THE HEAD JOINTS SHALL BE REMOVE BACK TO THE 1 ½" MINIMUM DEPTH CALLED FOR IN NOTE 3) ABOVE.
5) All JOINTS SHALL BE CLEANED AND PREP.'D ONCE THE MORTAR AND SEALANT MATERIAL HAS BEEN PROPERLY REMOVED, TO PROVIDE CLEAN SUBSTRATE FOR JOINT RESTORATION TREATMENT.

TUNNEL IMPROVEMENTS NOTES:

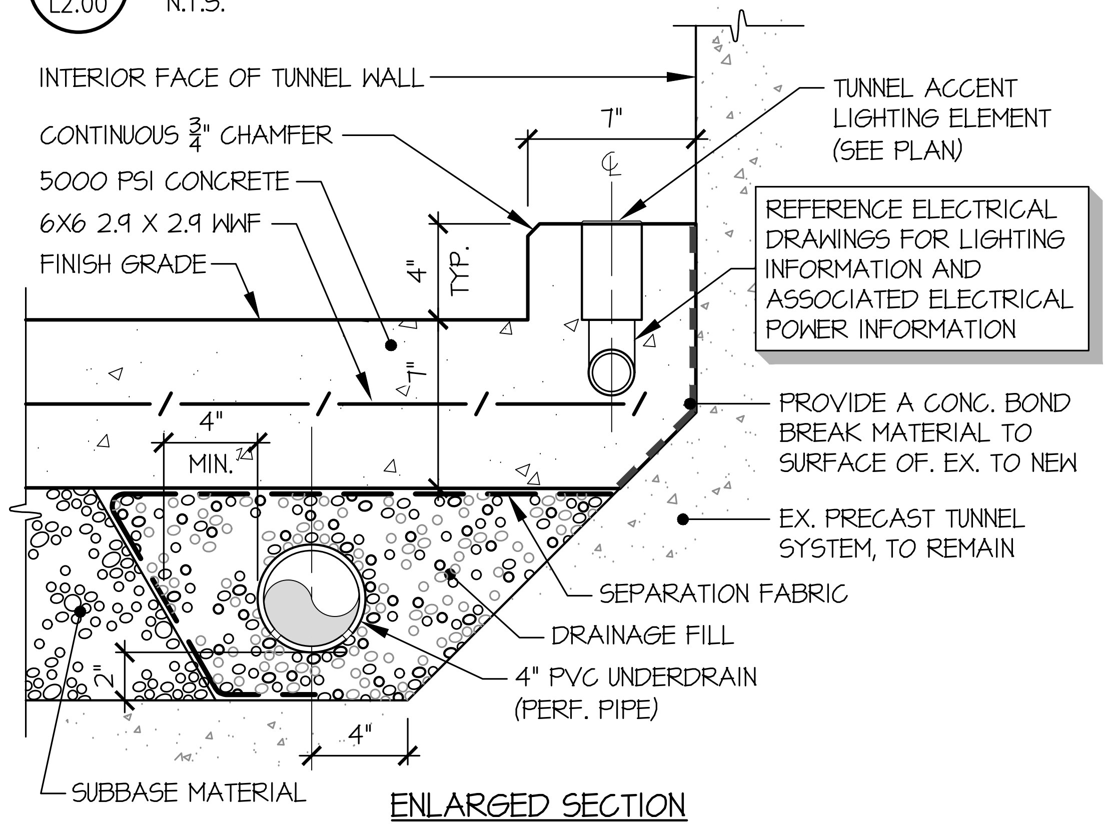
6) PROVIDE TWO COATS OF COLORED CONCRETE COATING SYSTEM TO ALL EXPOSED SURFACES OF THE EXISTING TUNNEL (INCLUDES INTERIOR TUNNEL SURFACES, CEILING & WALLS, AND EXTERIOR HEADWALLS). PER, THE MANUFACTURER'S SPECIFICATION INSTRUCTIONS A MAXIMUM OF TWO-COATS TO PROVIDE "BREATHABLE" MEMBRANE PERFORMANCE.
7) JOINT TREATMENT SHALL BE PROVIDED, PER THE DETAIL, FOR ALL TUNNEL UNIT HEAD JOINTS. JOINT SEALANT SHALL BE A CONTINUOUS APPLICATION AND SHALL CONSIST OF A NON-SAG ELASTIC SEALANT MATERIAL. JOINT TREATMENT IS TO TERMINATE AT SLAB CURB OF TUNNEL WALKWAY.
8) PROVIDE COMPRESSIBLE FILLER MATERIAL (EMSEAL) AS SHOWN IN THE JOINT TREATMENT DETAIL FOR ANY JOINT CONDITIONS, WHERE THE JOINT WIDTH EXCEEDS A WIDTH OF ½-INCH.



TUNNEL IMPROVEMENTS CROSS-SECTION

3 L2.00 TUNNEL IMPROVEMENTS

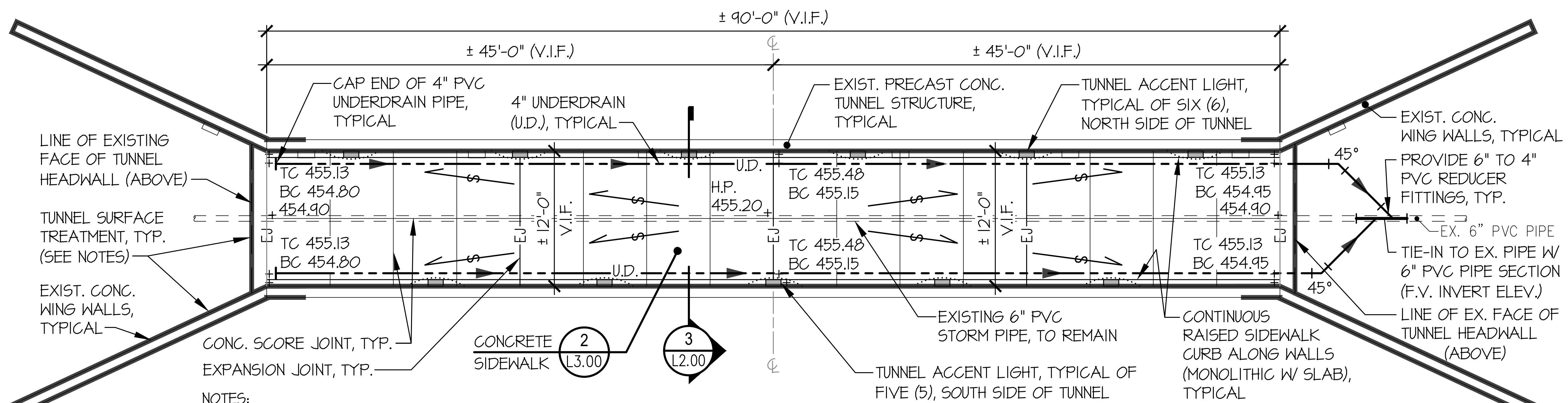
N.T.S.



ENLARGED SECTION

2 L2.00 INTERIOR TUNNEL WALKWAY WITH INTEGRAL CONCRETE CURBING

N.T.S.

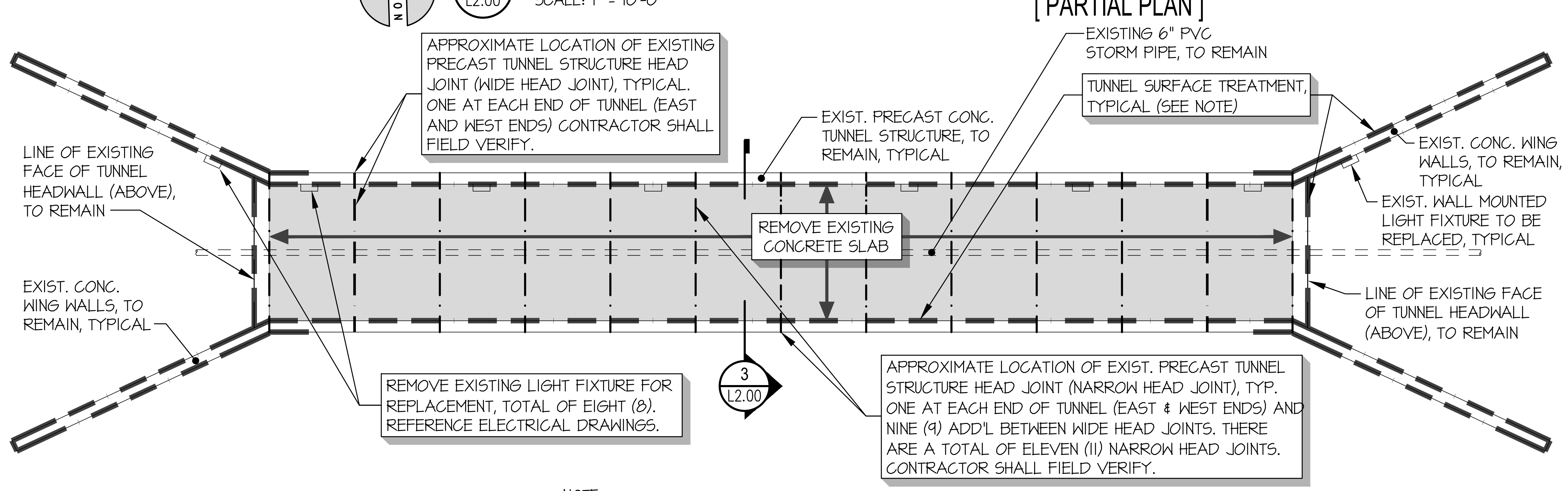


NOTES:
1) REFERENCE NOTE 4. OF THE GENERAL NOTES, AS IT PERTAINS TO ADJACENT PROJECT AREA SCOPES.
2) TUNNEL SURFACE TREATMENT: REFERENCE INFORMATION AND NOTES ON THE TUNNEL IMPROVEMENTS CROSS-SECTIONS (3 / L2.00) FOR PRECAST TUNNEL STRUCTURE HEAD JOINT PREPARATIONS AND TREATMENT AS WELL AS WALL AND CEILING SURFACE PREPARATION AND COATING SYSTEM.
3) EXTENTS OF TUNNEL SURFACE PREP. AND TREATMENTS SHALL CONSIST OF ALL VERTICAL AND HORIZONTAL SURFACES THAT ARE EXPOSED TO VIEW AND ABOVE GRADE, INCLUDING INTERIOR AND EXTERIOR SURFACES. THE CONTRACTOR SHALL FIELD VERIFY AND MEASURE EXTENTS OF ALL REQUIRED TUNNEL JOINTS AND SURFACES DURING BID PREPARATION (REF. A/L2.00). A SCHEDULE OF VALUES LINE ITEM WILL BE REQUIRED BY THE SUCCESSFUL BID.

NORTH B L2.00 PEDESTRIAN TUNNEL IMPROVEMENTS PLAN

SCALE: 1" = 10'-0"

[PARTIAL PLAN]



NOTE:
SEE NOTE 3 OF PEDESTRIAN TUNNEL IMPROVEMENTS PLAN (B/L2.00) FOR EXTENTS OF TUNNEL JOINT AND SURFACE PREPARATION REQUIREMENTS.

NORTH A L2.00 PEDESTRIAN TUNNEL DEMOLITION PLAN

SCALE: 1" = 10'-0"

[PARTIAL PLAN]

0 ½" 1" 2" 3"

REFERENCE SCALE BAR

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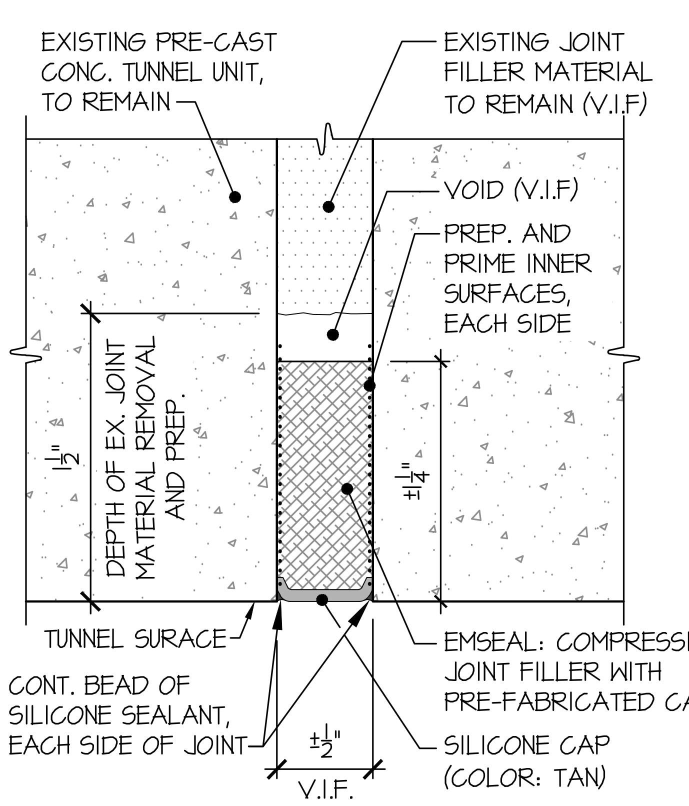
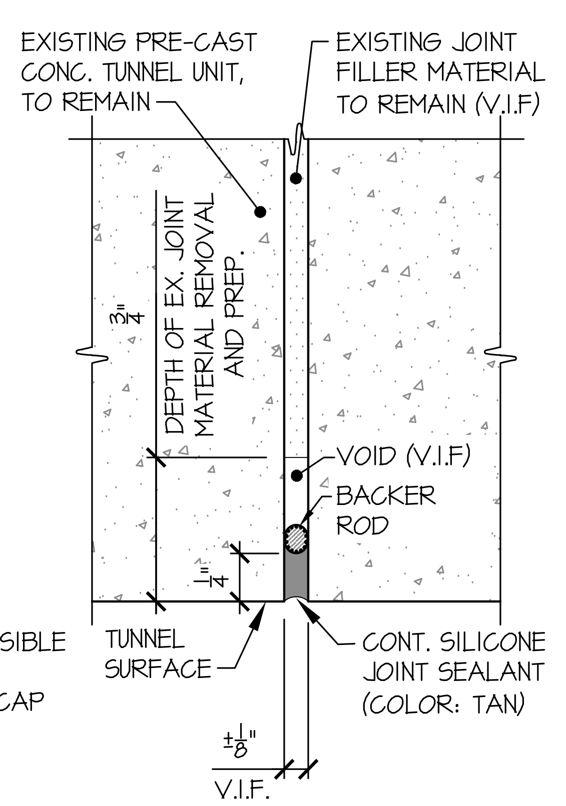


WIDE HEAD JOINT TREATMENT SECTION



NARROW HEAD JOINT PREP. SECTION

1 L2.00 TUNNEL JOINT TREATMENT DETAIL

N.T.S.

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PEDESTRIAN TUNNEL PLANS AND DETAILS

CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

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L2.00

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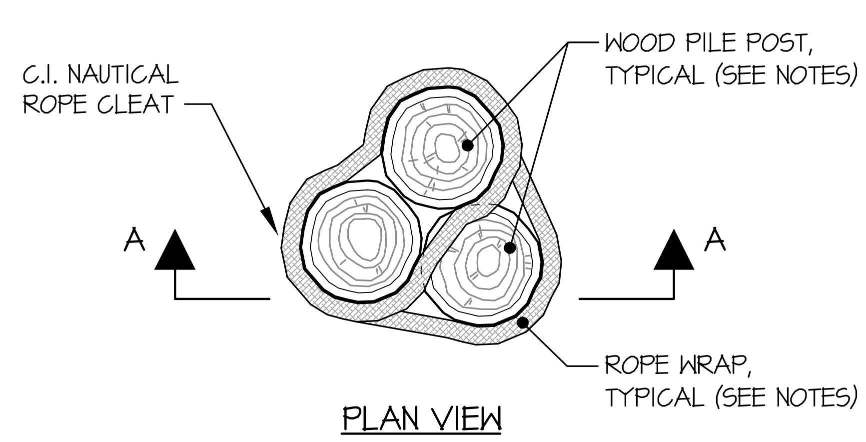
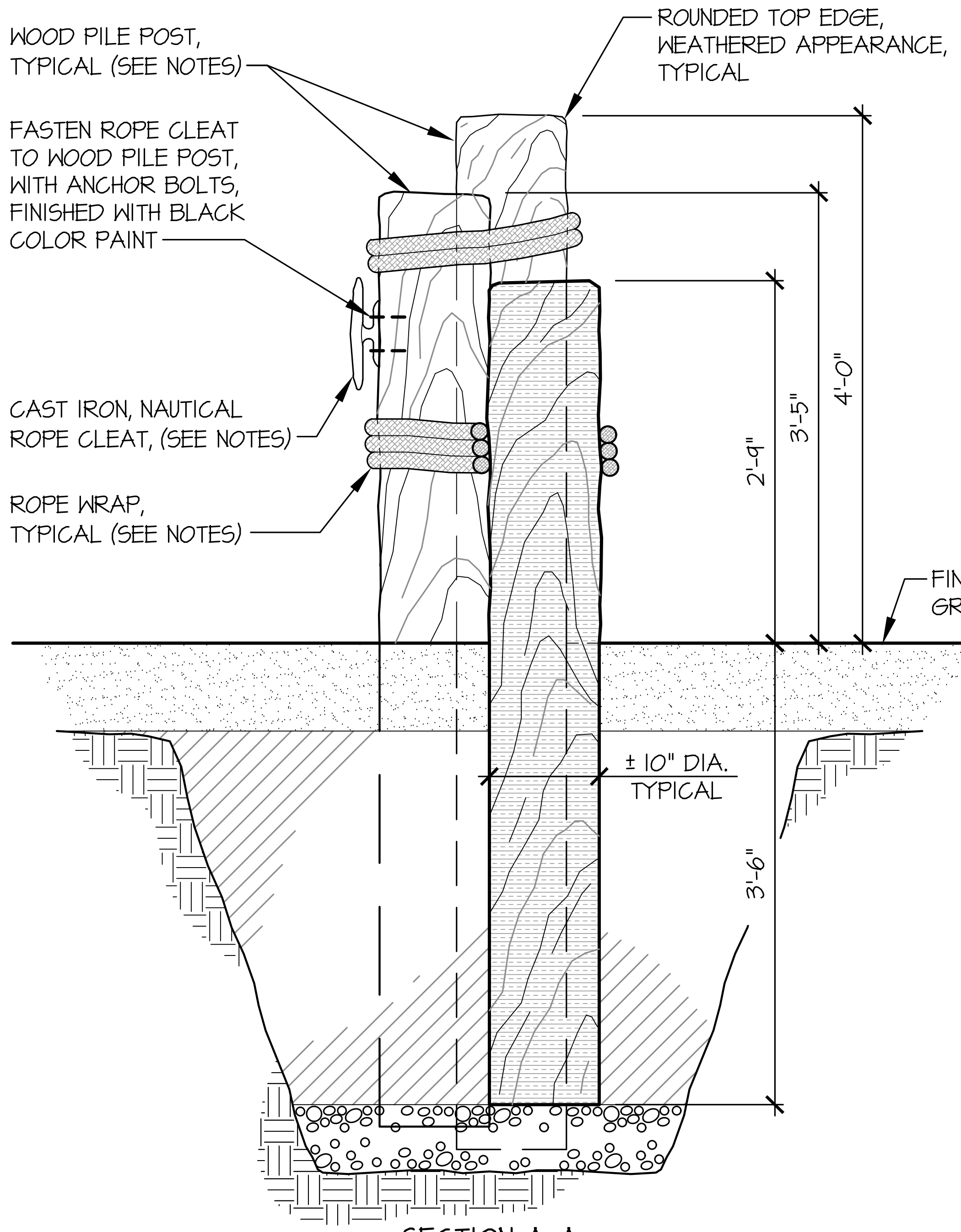
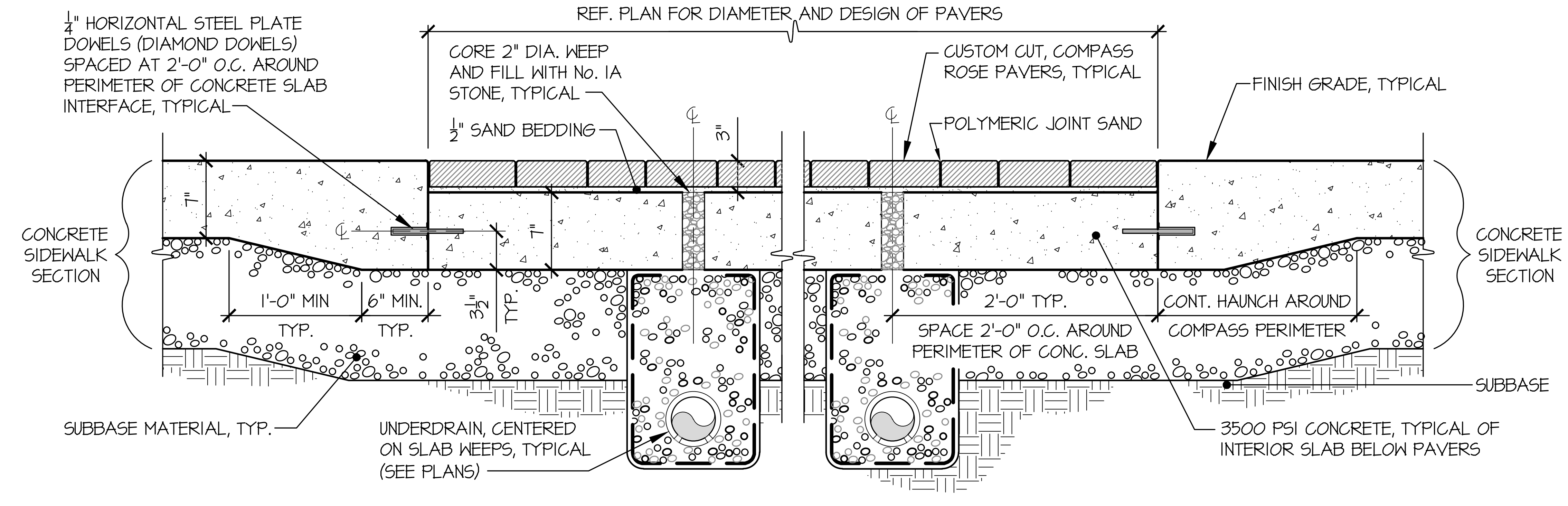


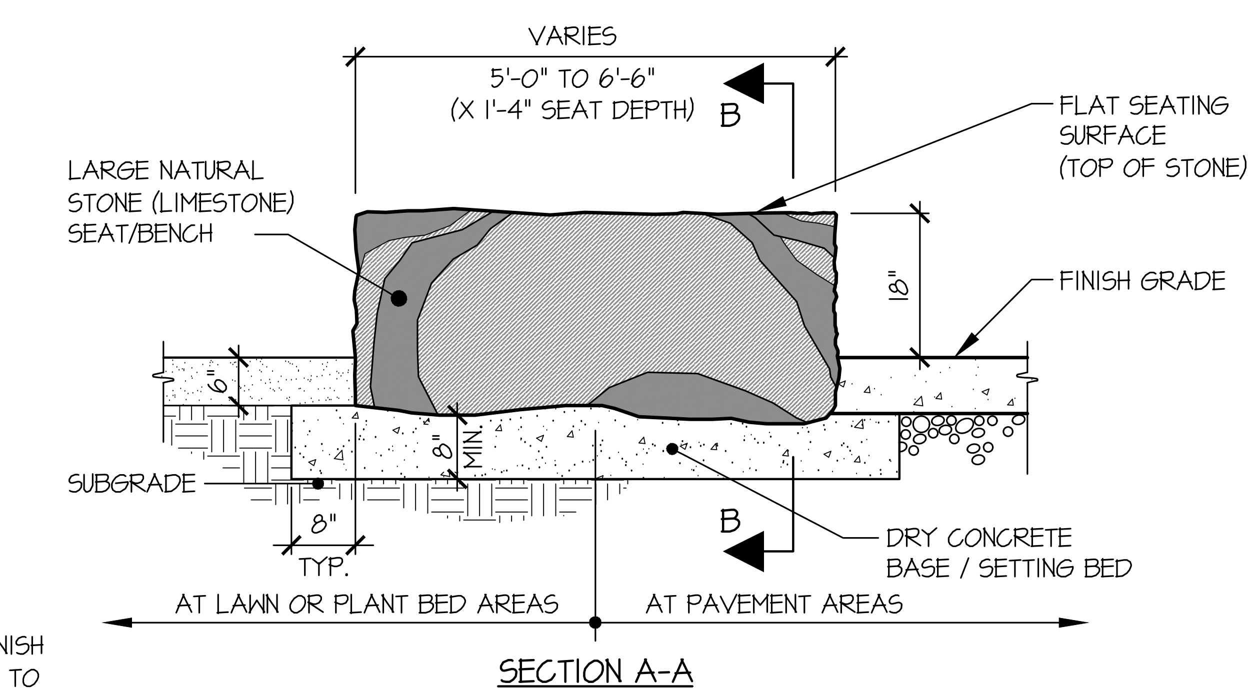


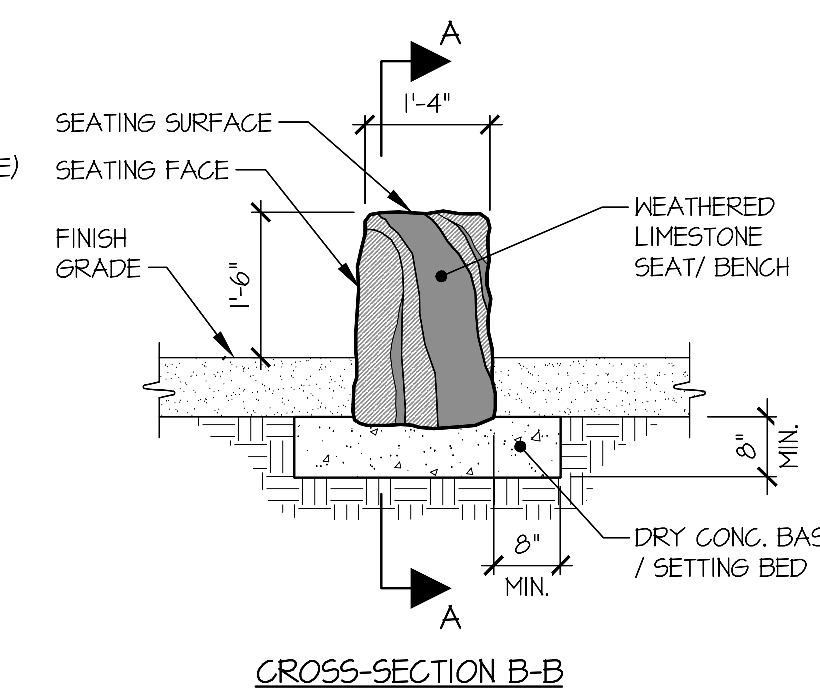
NOTES:
1) WOOD PILE POST: PROVIDE 10" DIAMETER, PRESSURE TREATED PINE POST, DRESSED TO RESEMBLE A WEATHERED NAUTICAL APPEARANCE.
2) ROPE WRAP: PROVIDE 1½" THICK MANILA ROPE, TIGHTLY WRAPPED AROUND THE WOOD POST TWO TO FOUR TIMES, AND FASTENED W/ DOUBLE POINT TACK NAILS.
3) METAL CLEAT: PROVIDE A CAST IRON NAUTICAL ROPE CLEAT. CLEAT FINISH SYSTEM SHALL HOT-DIP GALVANIZED AND POWDER COATED (COLOR BLACK).
4) REFERENCE LAYOUT PLAN FOR NUMBER OF PILE POSTS FOR EACH LOCATION.

7 (L3.00) MOCK NAUTICAL SHORE PILING
N.T.S.

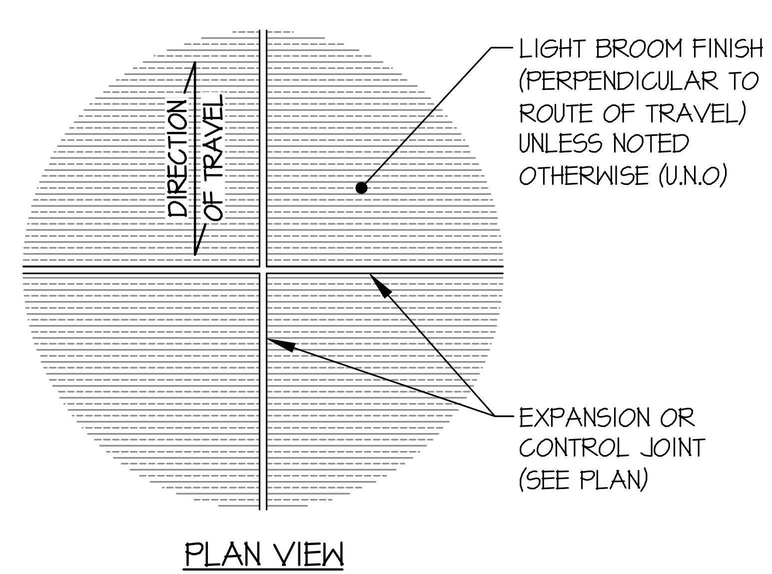


9 (L3.00) PAVER SECTION AT COMPASS ROSE CIRCLE
N.T.S.



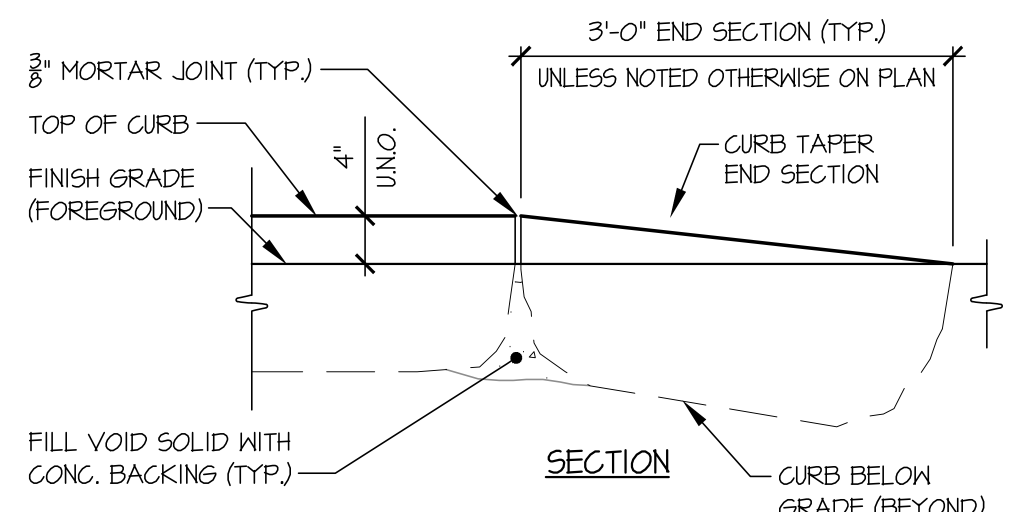


8 (L3.00) STONE BENCH
N.T.S.

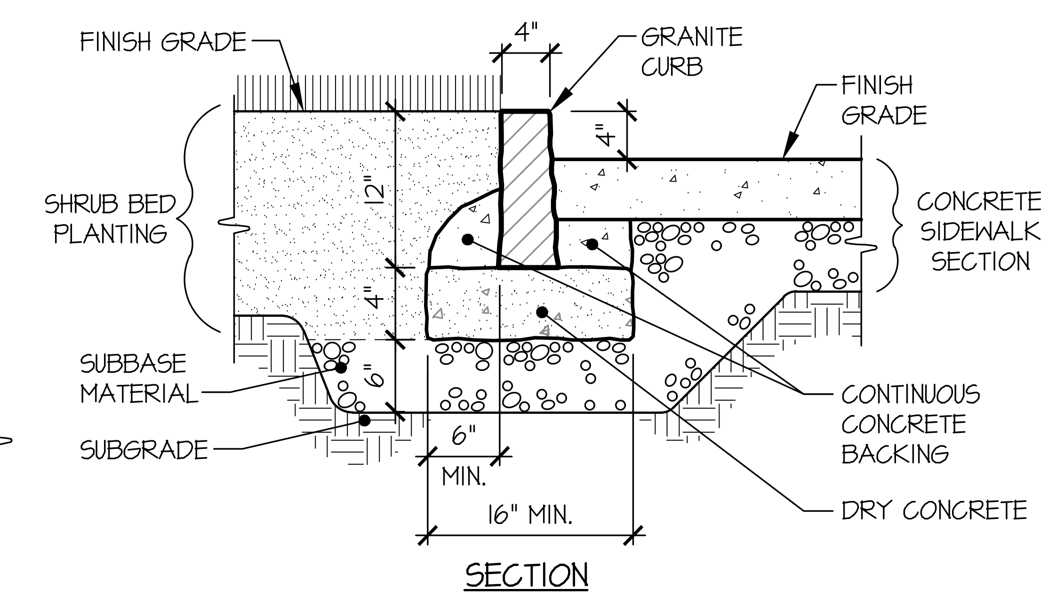


NOTES:
1) REFERENCE SIDEWALK JOINT DETAILS.
2) PROVIDE CHARCOAL COLORED RELEASE AGENT FOR COLOR PIGMENTED SIDEWALK SURFACES TO RECEIVE A STAMPED PATTERN (WOOD PLANK OR FLAGSTONE) IN-LIEU OF TYPICAL LIGHT BROOM FINISH. SEE PLANS FOR DIFFERENT FINISH AREAS.

6 (L3.00) SIDEWALK FINISH
N.T.S.

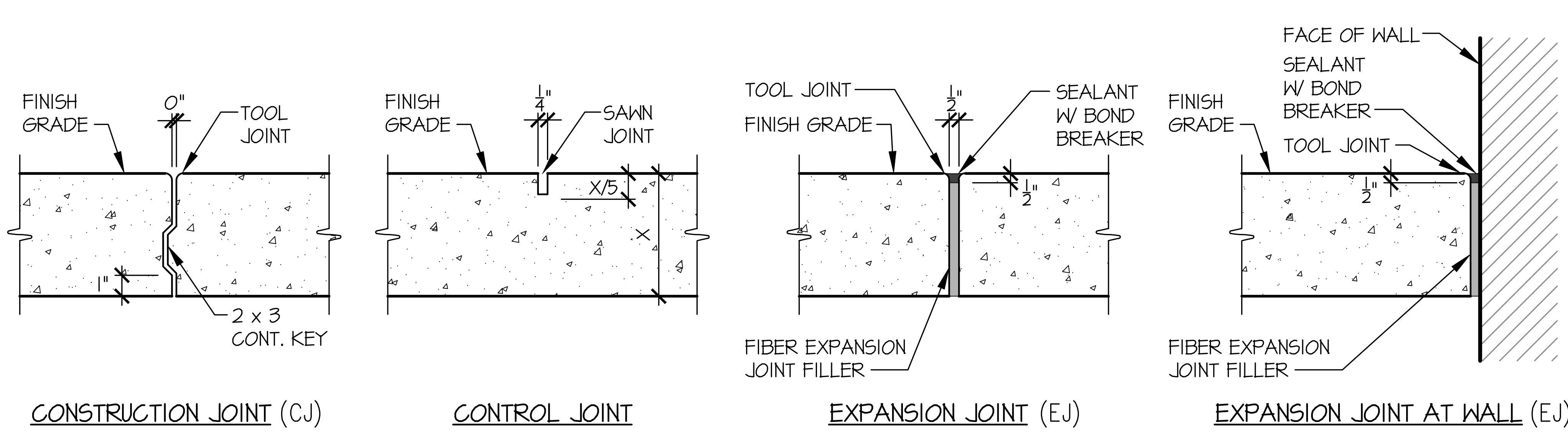


5 (L3.00) CURB END TAPER
N.T.S.

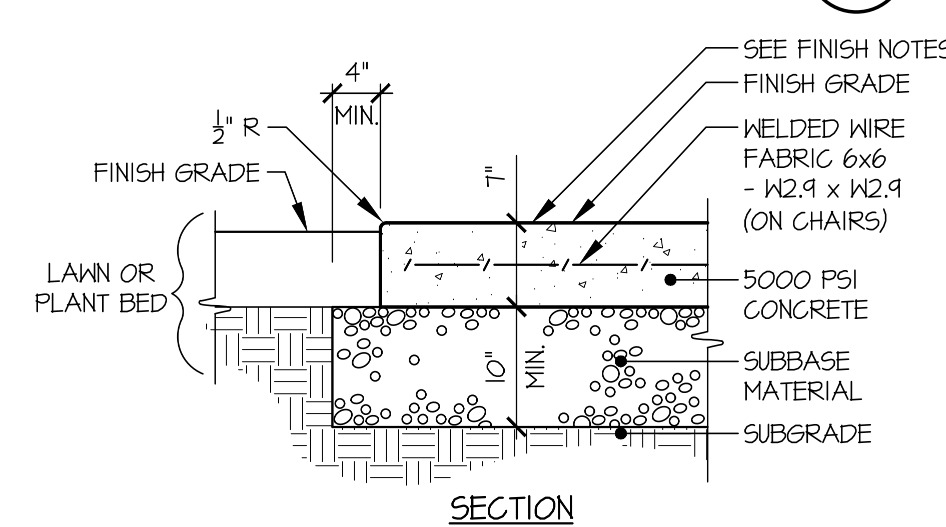


NOTE: MORTAR CURB HEAD JOINTS ⅜" WIDE (TYP.).

4 (L3.00) GRANITE CURB AT PLANT BED
N.T.S.

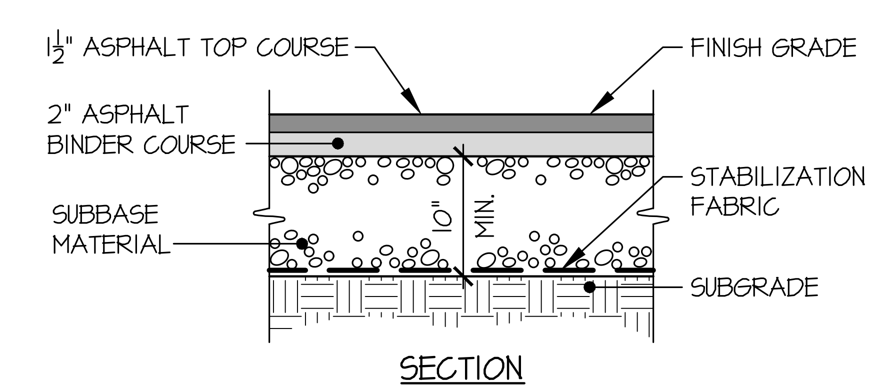


3 (L3.00) CONCRETE SIDEWALK JOINT DETAILS
N.T.S.



FINISH NOTES:
1) PROVIDE LIGHT BROOM FINISH FOR SIDEWALK SLABS U.N.O.
2) REFERENCE PLANS FOR CONC. SIDEWALK SLABS THAT ARE TO RECEIVE INTEGRAL COLOR PIGMENT.
3) PROVIDE FLAGSTONE OR WOOD PLANK STAMPED SURFACE FINISH AS CALLED OUT ON PLANS.
4) PROVIDE CHARCOAL COLORED RELEASE AGENT FOR ACCENT TO ALL STAMPED FINISH SURFACE (BOTH WOOD PLANK & FLAGSTONE PATTERNS)

2 (L3.00) CONCRETE SIDEWALK
N.T.S.



NOTE:
FIELD VERIFY ELEVATION OF EXISTING GRADE. PROVIDE BACKFILL MATERIAL AS REQUIRED TO MEET SUBGRADE ELEVATION.

1 (L3.00) ASPHALT SIDEWALK
N.T.S.

0 ½" 1" 2" 3"
REFERENCE SCALE BAR
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PROFESSIONAL SEAL:
100% FINAL
July 24, 2023
OWNER REVIEW
NOT FOR CONSTRUCTION
EXPIRATION DATE: 03/31/2026

SITE DETAILS
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet. No.
L3.00

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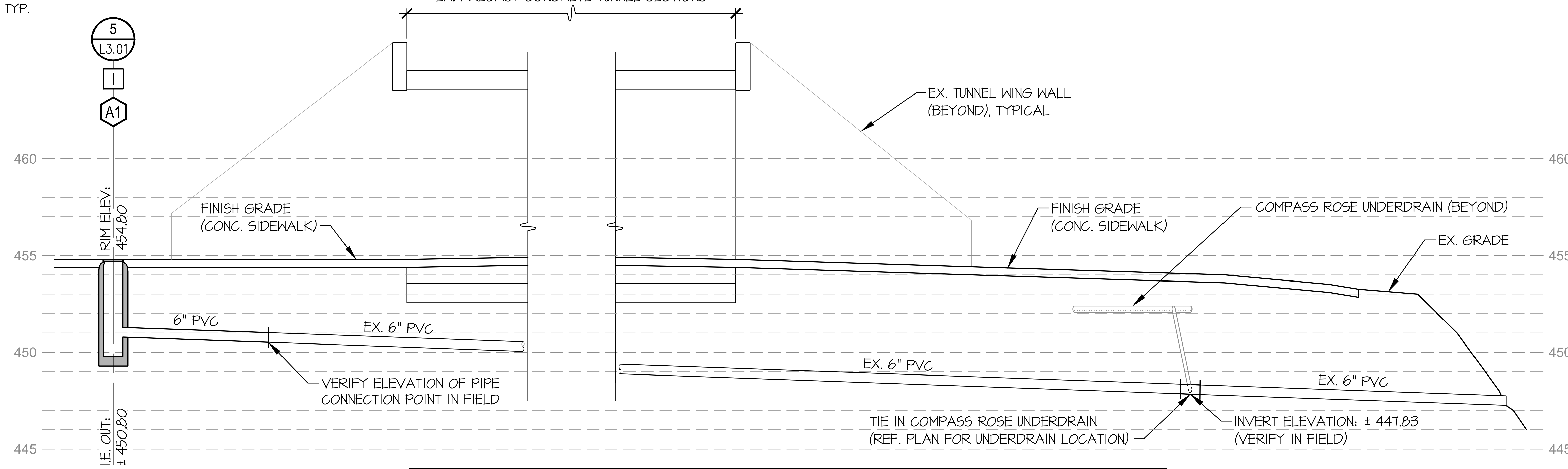
NOTES:
1) REFERENCE TUNNEL IMPROVEMENTS PLANS FOR ADD'L INFORMATION AND LOCATIONS.
2) CONTRACTOR SHALL FIELD VERIFY EXTENTS OF DAMAGED CONCRETE ENCASEMENTS FOR REQUIRED REPAIRS DURING THE BIDDING PROCESS.

7 L3.01 WALL LIGHT FIXTURE COVERING RESTORATION

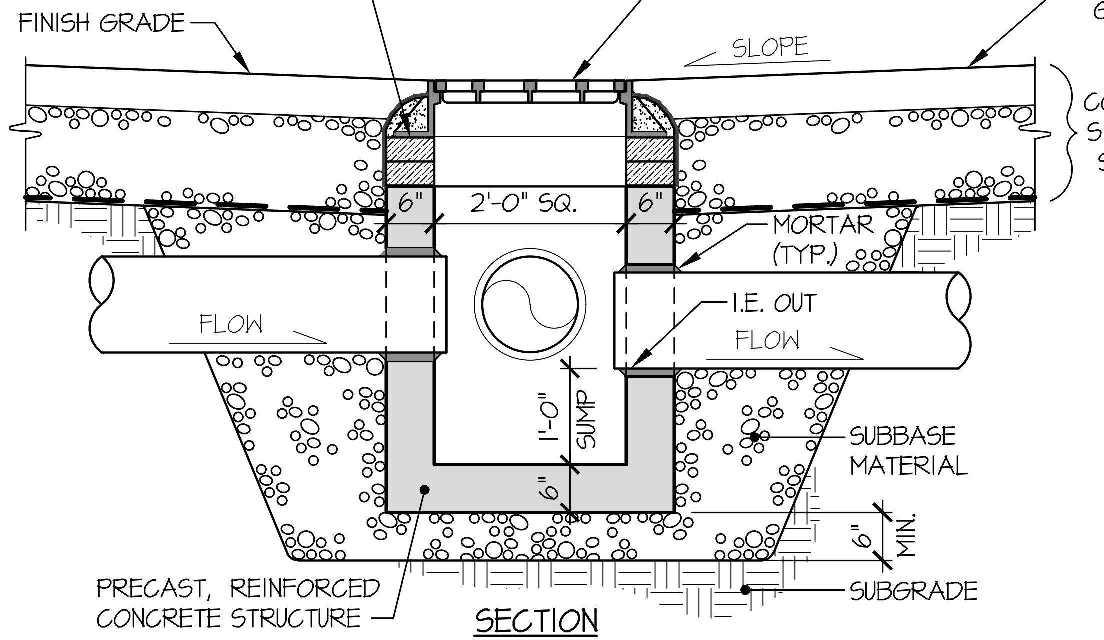
N.T.S.



NOTE: VERIFY EXISTING PIPE CONDITIONS AND INVERT ELEVATIONS IN FIELD TO ENSURE POSITIVE DRAINAGE TOWARDS THE EXISTING PIPE OUTLET. REPORT FINDINGS TO ARCHITECT PRIOR TO TYING INTO EXISTING 6" PVC PIPE.

6 L3.01 STORM PIPE RUN SECTION

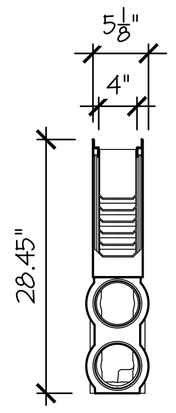
HORIZONTAL SCALE: 1" = 10'-0"
VERTICAL SCALE: 1" = 5'-0"



NOTE:
REFERENCE PLANS AND PROFILE FOR PIPE SIZES, TYPE AND INVERT ELEVATIONS (I.E.). PIPES SHOWN FOR INFORMATION ONLY, REFERENCE PLANS FOR ACTUAL PIPE QUANTITIES AND DIRECTION.

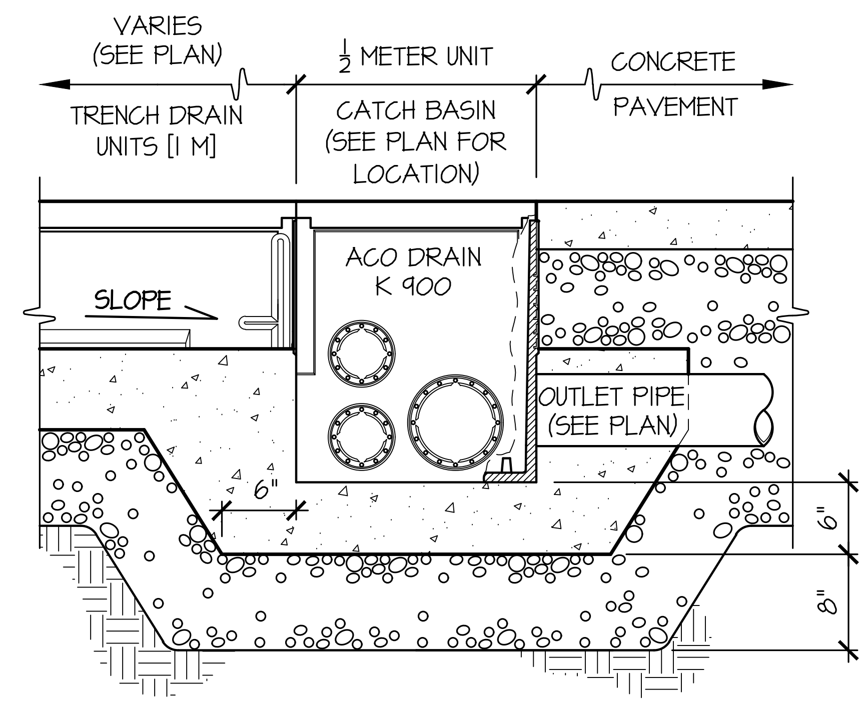
5 L3.01 DROP INLET AT PAVEMENT

N.T.S.

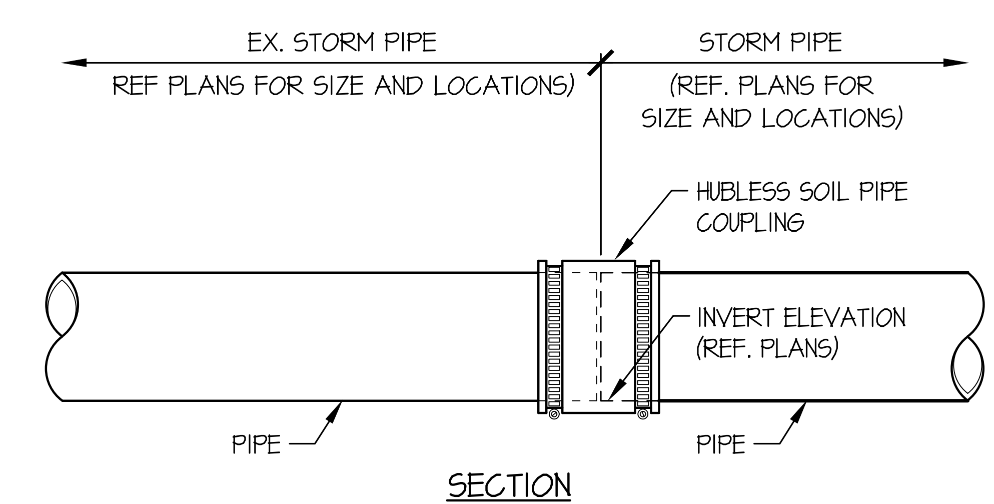


CATCH BASIN END VIEW

GRATE:
TYPE 'E' - "SLOTTED IRON", DUCTILE IRON (TYPE 461Q). LOCKING TYPE: "QuickLok".

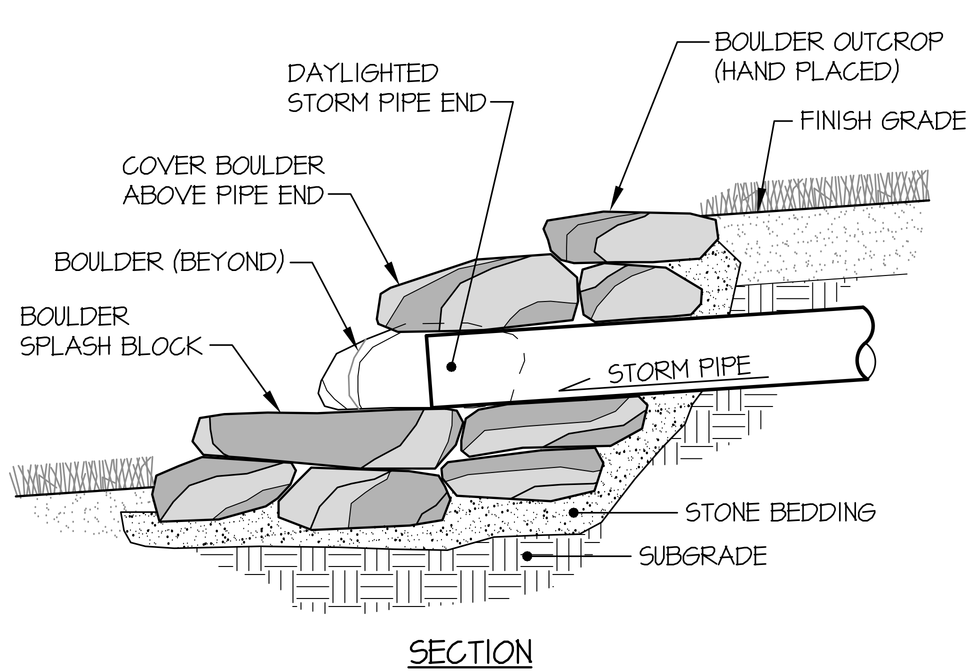


CATCH BASIN SECTION



4 L3.01 STORM PIPE CONNECTION

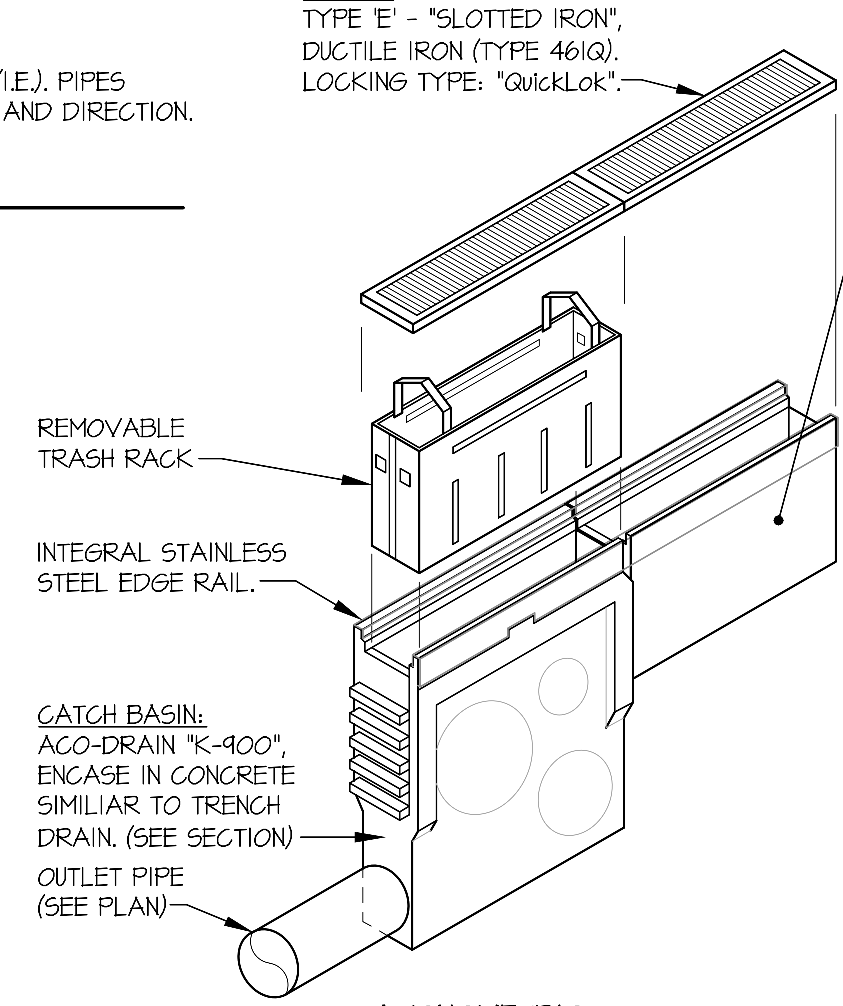
N.T.S.

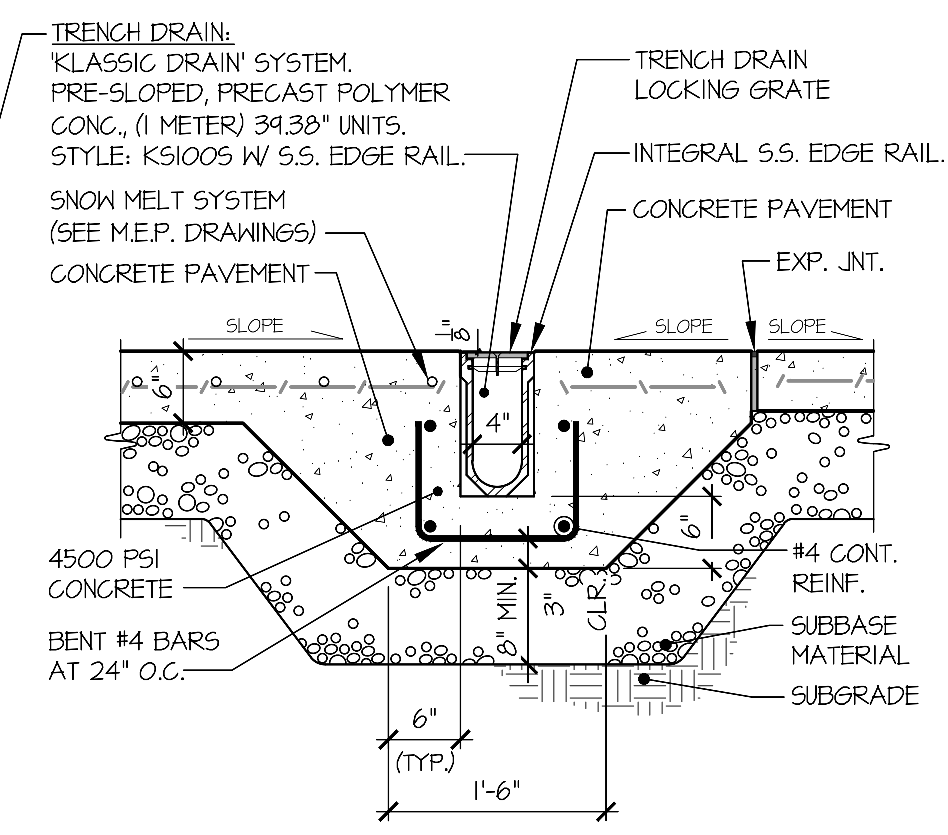


NOTE:
THE DESIGN INTENT IS TO MASK STORM PIPE ENDS THAT DAYLIGHT FROM GRADE. BOULDERS ARE TO BE HAND PLACED AROUND PIPE ENDS, MAKING THEM LESS VISIBLE.

3 L3.01 TYPICAL DAYLIGHTED PIPE

N.T.S.

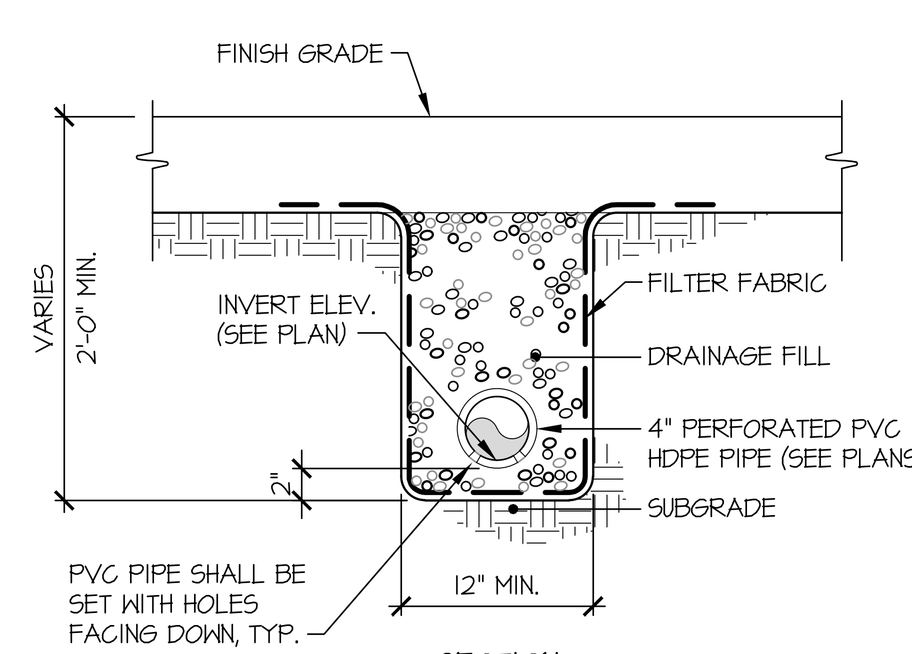




NOTES:
1. TRENCH DRAIN AND ACCESSORIES SHALL BE "ACOdrain" BY ACO POLYMER PRODUCTS, INC. OR APPROVED EQUIVALENT.
2. PLACE PAVEMENT 1/8"± ABOVE TOP OF GRATE.

2 L3.01 TRENCH DRAWIN W/ CATCH BASIN UNIT

N.T.S.



1 L3.01 UNDERDRAIN

N.T.S.

0 1/2" 1" 2" 3"
REFERENCE SCALE BAR
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PROFESSIONAL SEAL:
100% FINAL OWNER REVIEW
July 24, 2023
NOT FOR CONSTRUCTION
EXPIRATION DATE: 03/31/2026

SITE UTILITY DETAILS
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
NEW YORK
GENEVA

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet. No.
L3.01

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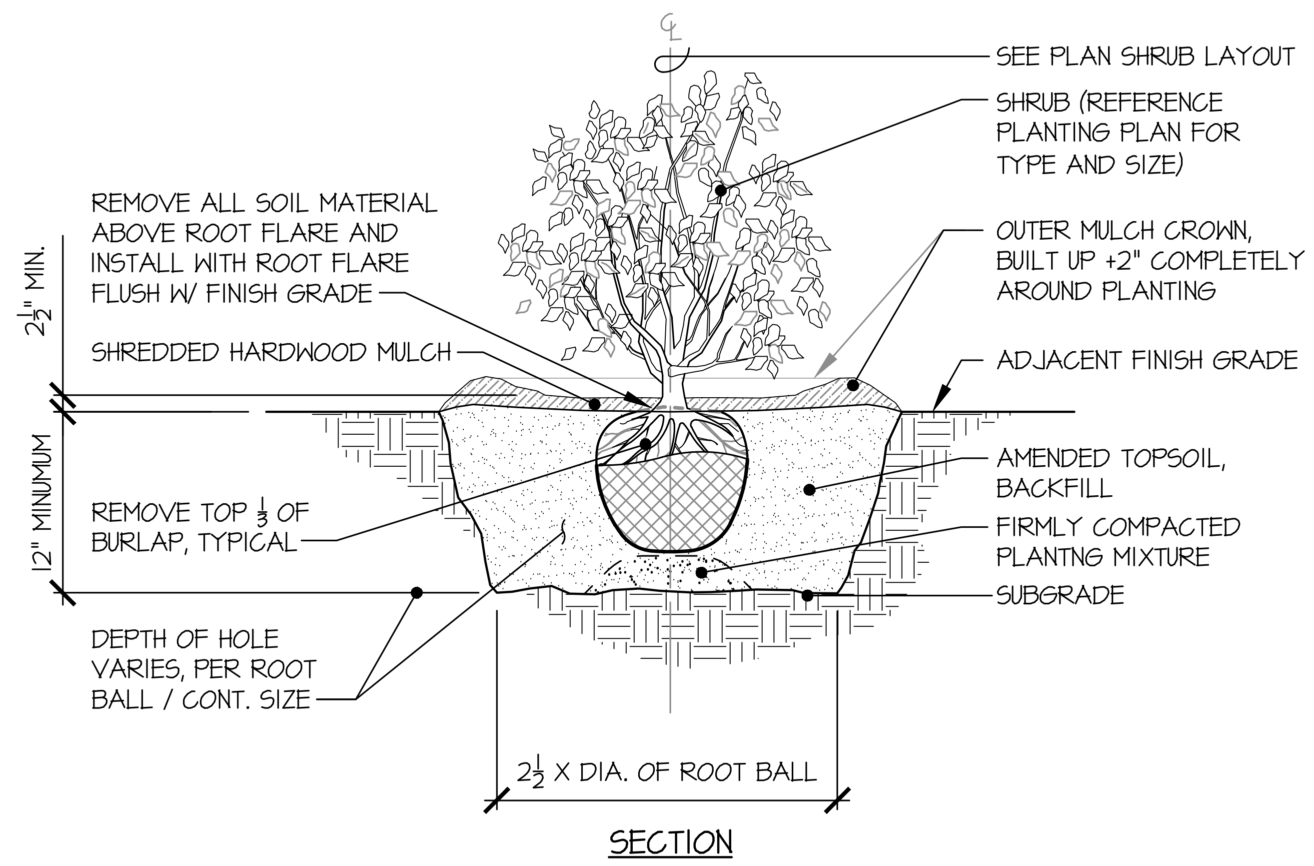
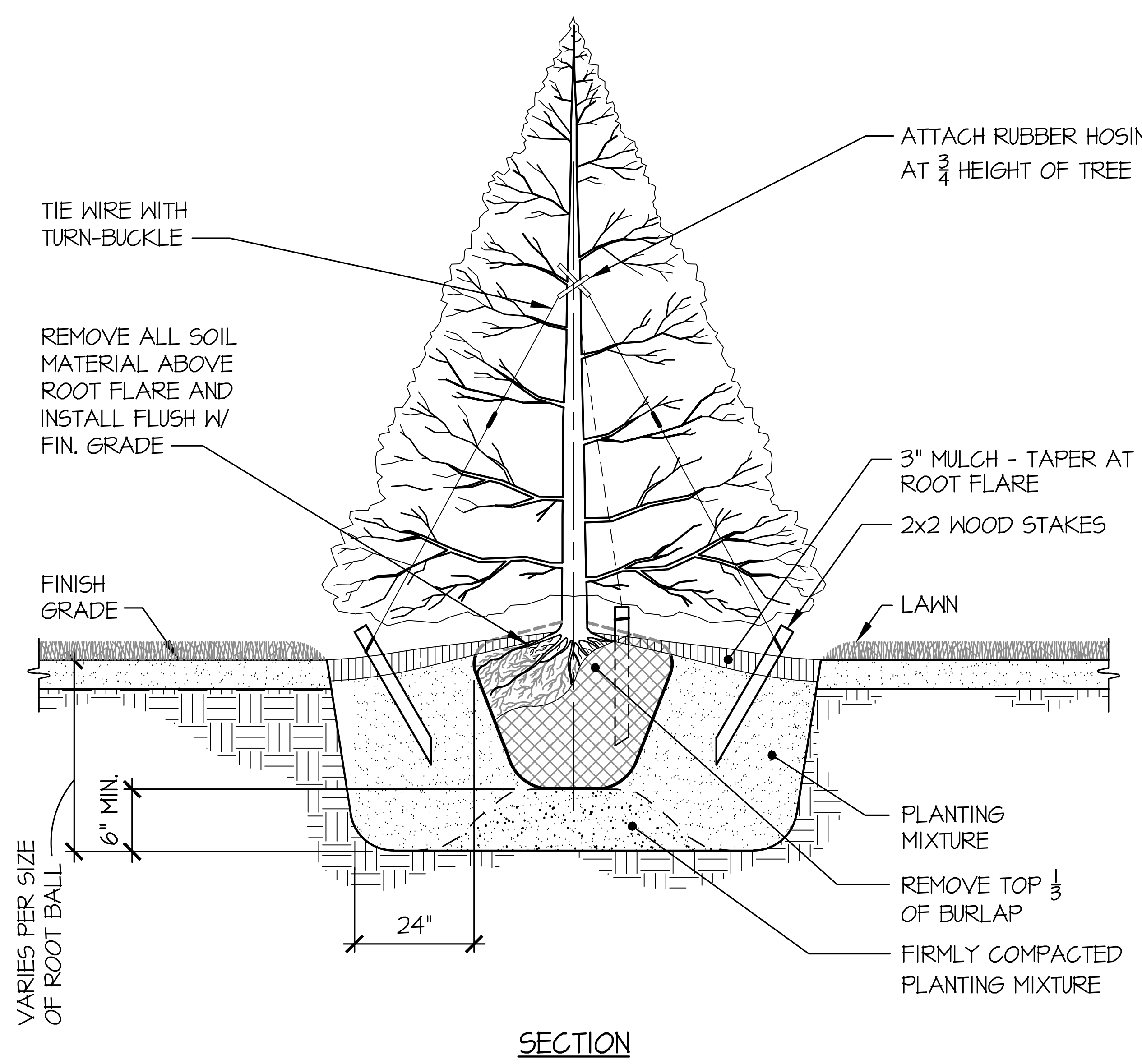
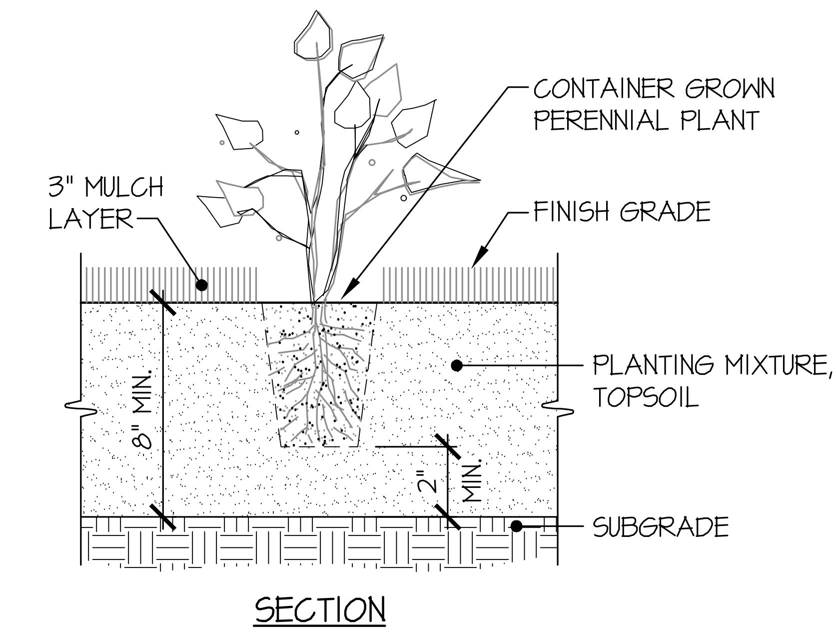


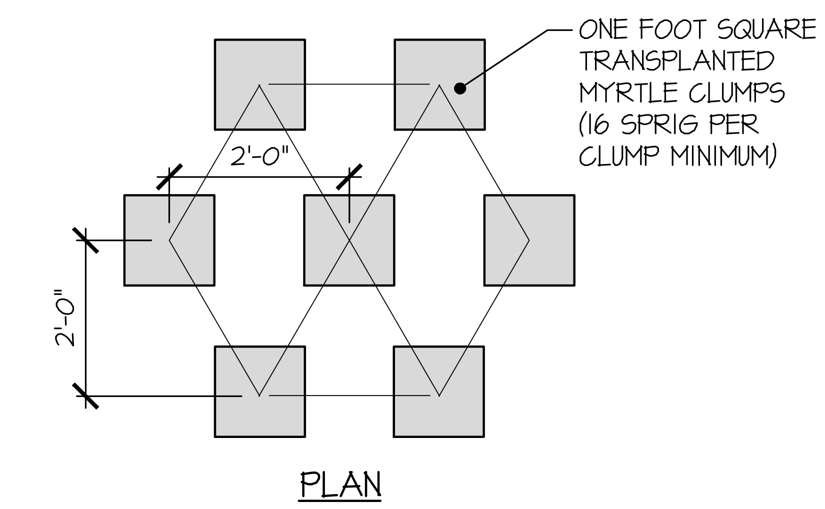
8 SHRUB PLANTING
L3.02 N.T.S.

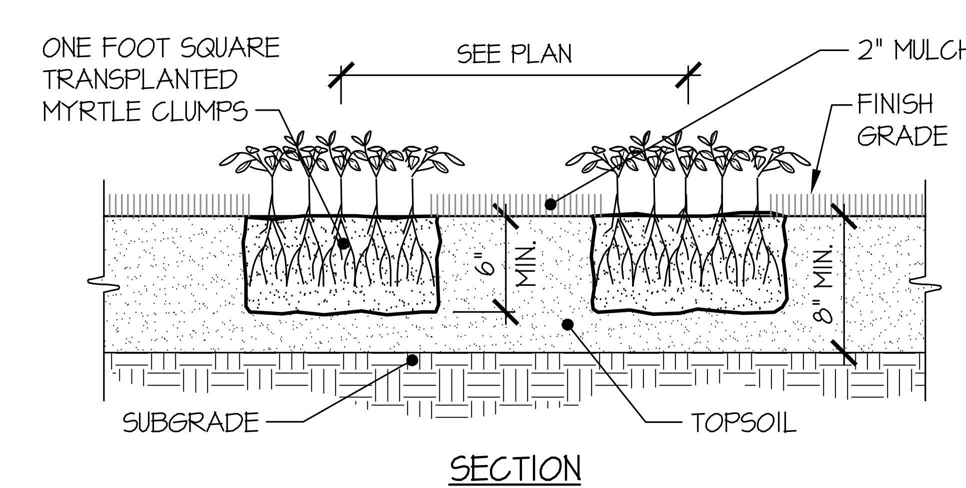


6 EVERGREEN TREE PLANTING
L3.02 N.T.S.

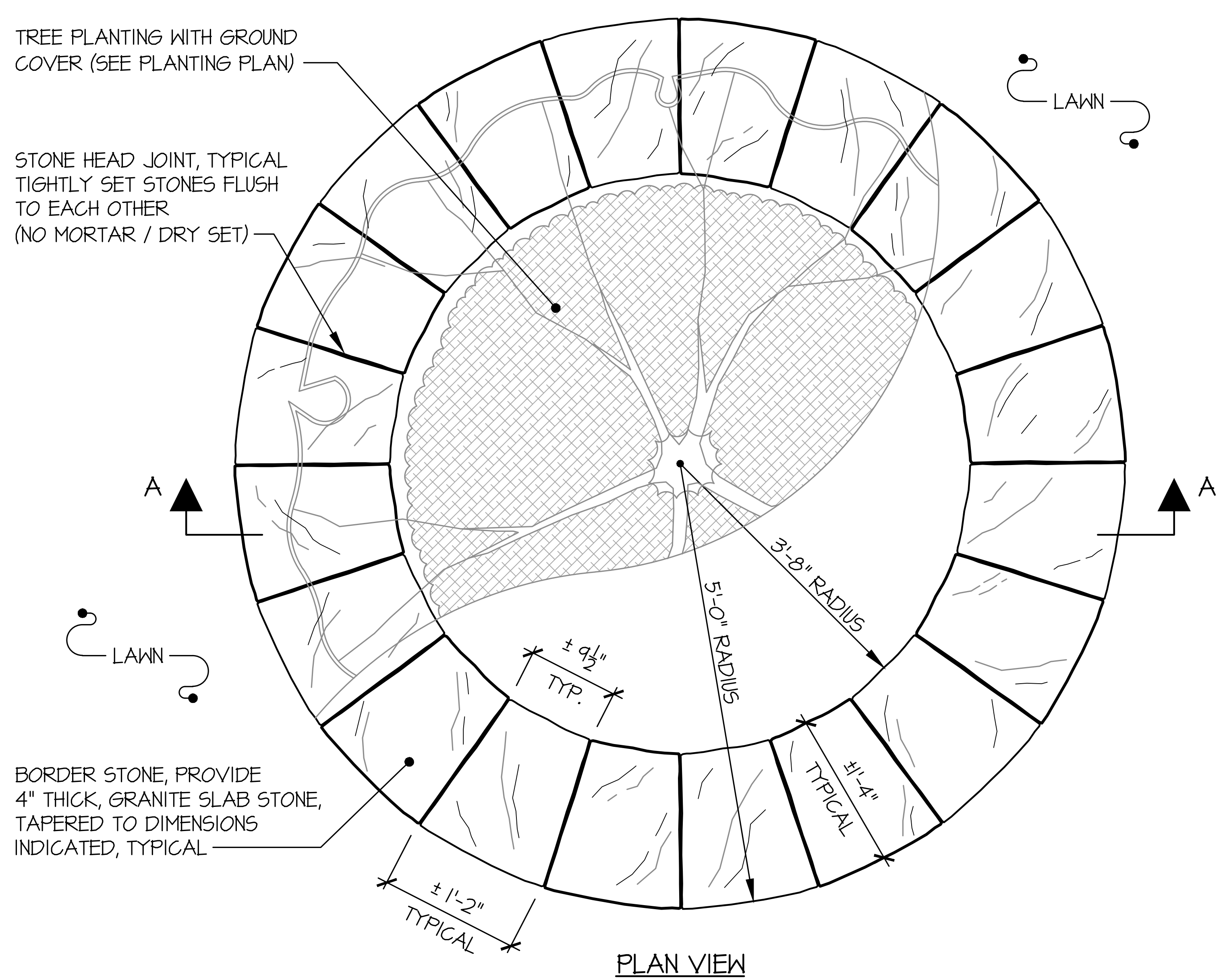


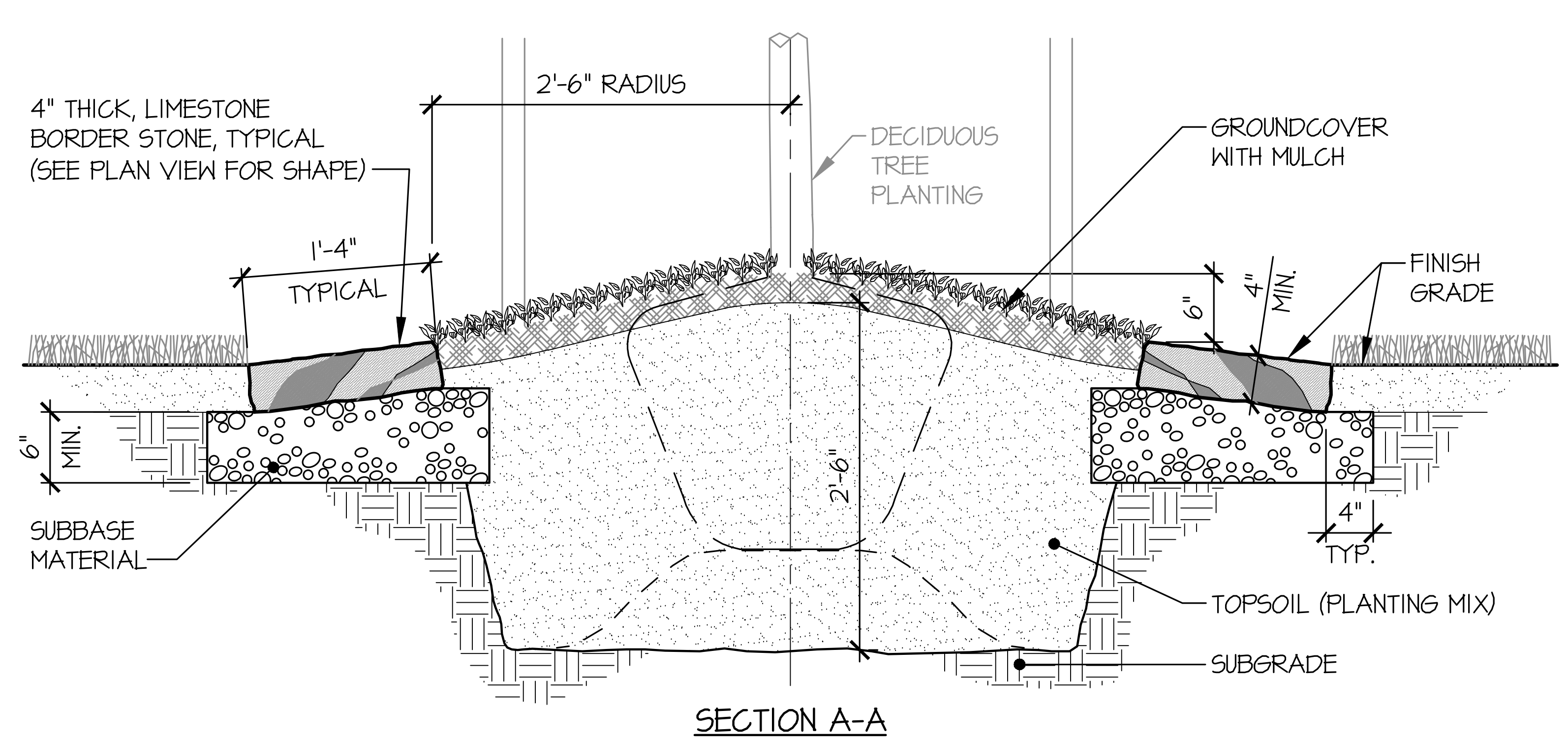
7 PERENNIAL PLANTING
L3.02 N.T.S.





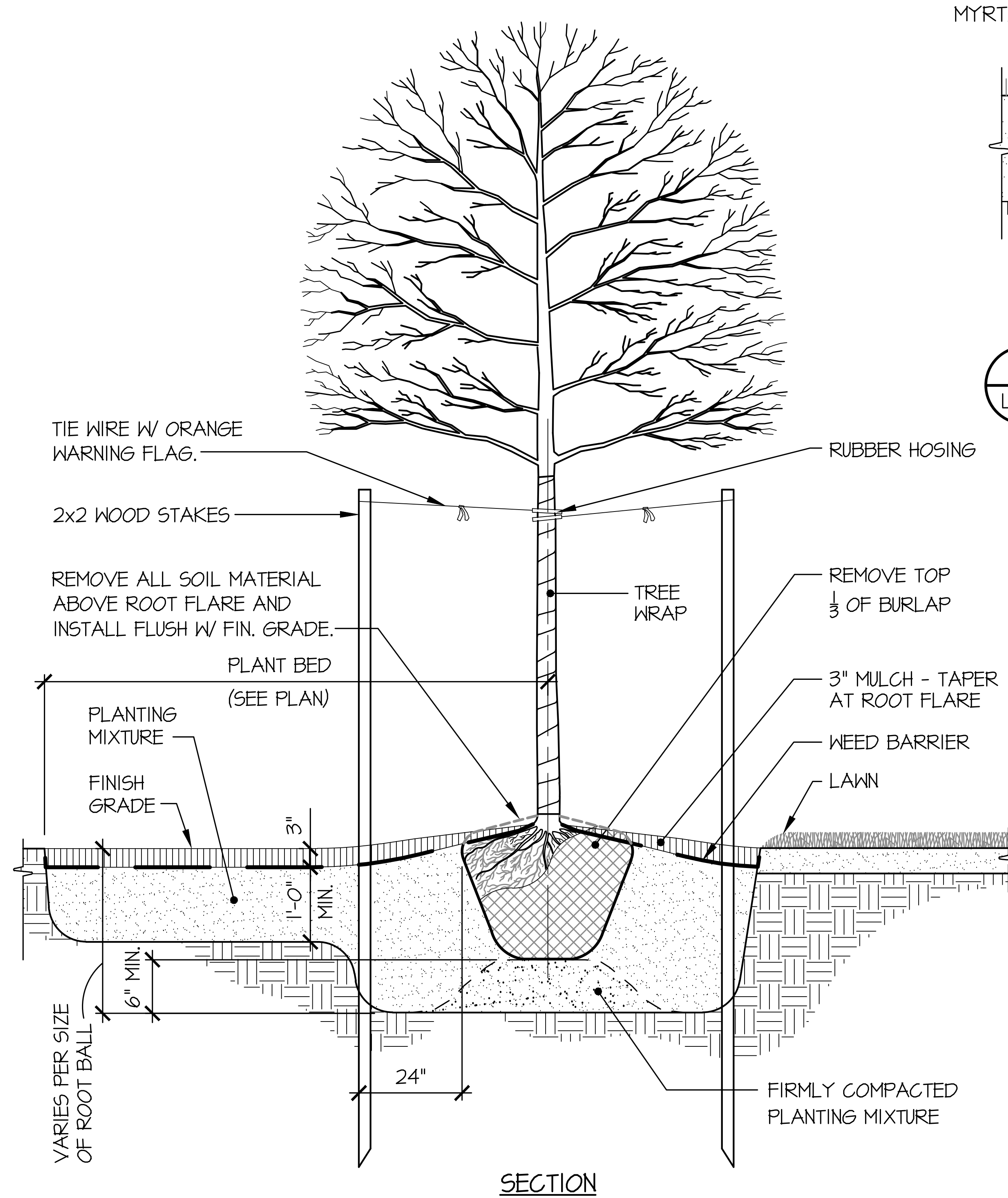
5 GROUND COVER PLANTING
L3.02 N.T.S.





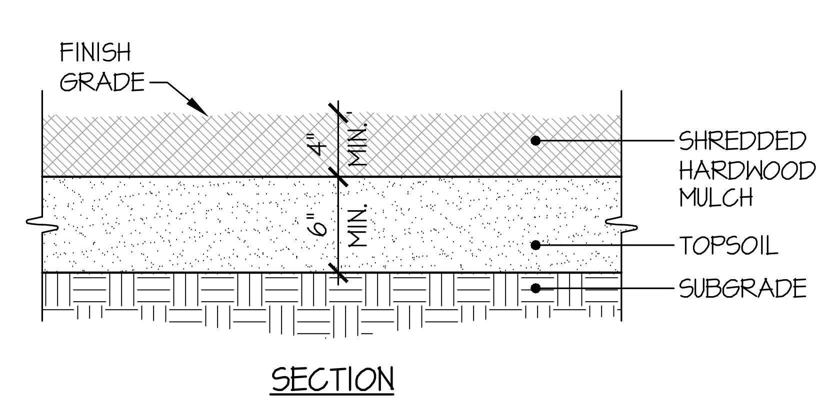
NOTES:
1) GRANITE BORDER STONES: PROVIDE LIGHT GRAY LIMESTONE BORDER STONES, TYPICAL.

3 STONE BORDER AROUND TREE BED
L3.02 N.T.S.

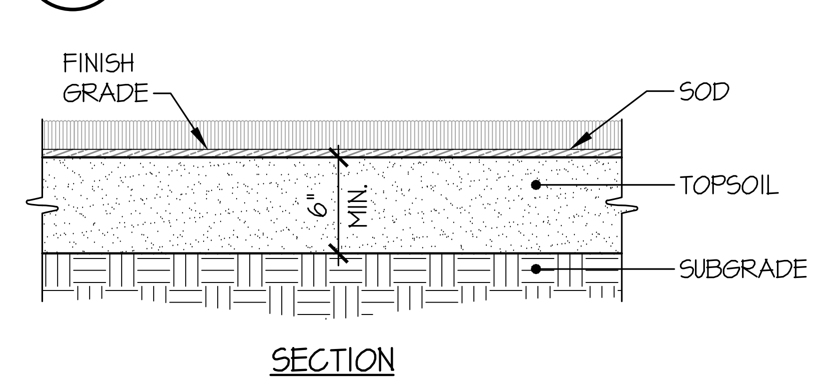


NOTES:
1. THE BRANCHING HEIGHT OF ALL TREES SHALL BE A MINIMUM OF 6 FEET ABOVE FINISH GRADE.
2. THE HEAD SHALL BE SYMMETRICAL AND FULL. THE HEIGHT SHALL BE 1.5 TO 2 TIMES THE SPREAD.

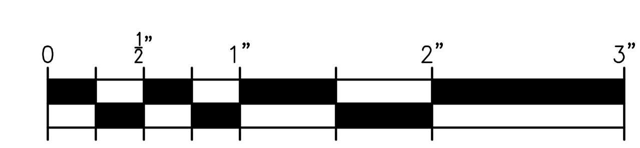
2 DECIDUOUS TREE PLANTING
L3.02 N.T.S.



4 SHREDDED MULCH
L3.02 N.T.S.



1 SODDING
L3.02 N.T.S.



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STRUCTURAL ENGINEERING
LANDSCAPE ARCHITECTURE
BUILDING ENVELOPE SYSTEMS

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PROFESSIONAL SEAL:
100% FINAL
July 24, 2023
OWNER REVIEW
NOT FOR CONSTRUCTION
EXPIRATION DATE: 03/31/2026

SITE LANDSCAPING DETAILS
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet. No.
L3.02

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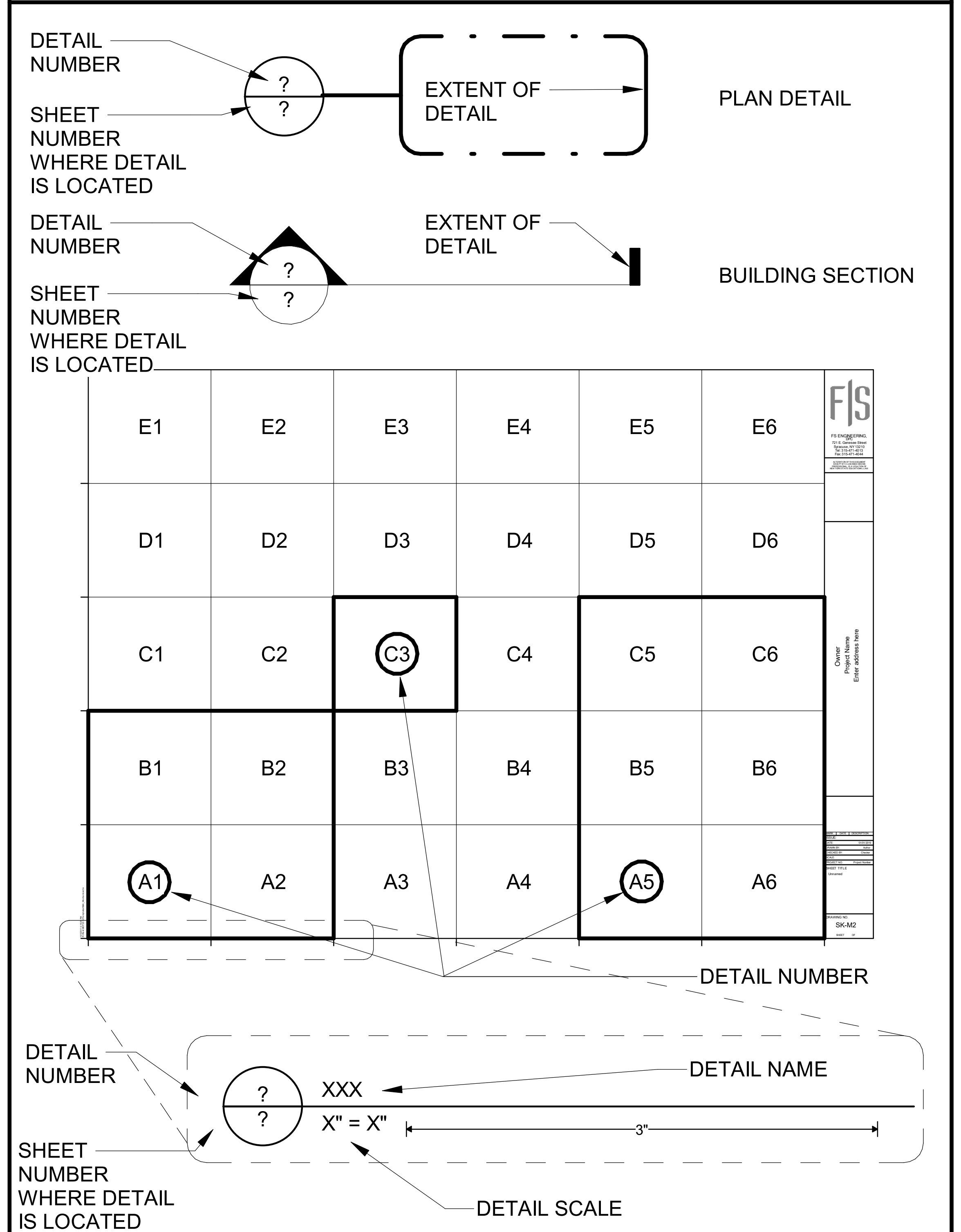
PLAN SETUP



DOCUMENT REDUCTION/MAGNIFICATION SCALE

CAUTION: THESE DOCUMENTS WERE DIGITALLY PRODUCED AND/OR REPRODUCED. CONFIRM REDUCTION OR MAGNIFICATION USING DIMENSIONAL 3"-LONG LINE IN TITLE BARS. IF SCALING DRAWINGS FOR APPROXIMATE DIMENSIONS, ALTERNATE ARCHITECTURAL SCALES MAY BE USED AS FOLLOWS:

IF LINE MEASURES 2" (67% COPY):
USE 3/16th SCALE ON 1/8"=1'-0" DWG
USE 3/8th SCALE ON 1/4"=1'-0" DWG

3"

IF LINE MEASURES 1.5" (50% COPY):
USE 1/16th SCALE ON 1/8"=1'-0" DWG
USE 1/8th SCALE ON 1/4"=1'-0" DWG

GENERAL SYMBOLS

SYMBOL	DESCRIPTION
E1	REFERS TO KEYED NOTE ON RESPECTIVE DRAWING
ED1	REFERS TO DEMOLITION KEYED NOTE ON RESPECTIVE DRAWING

LIGHTING SYMBOLS

SYMBOL	DESCRIPTION
EA EB EC	EXTERIOR LIGHT FIXTURES, SUBSCRIPT E# = FIXTURE TYPE, REFER TO SPECIFICATIONS.

ELECTRICAL DRAWING INDEX

NUMBER	NAME	REVISIONS #	REVISIONS DATE
E001	DRAWING INDEX, SYMBOLS & ABBREVS.		
E101	SITE PLAN		
E102	ENLARGED PLAN & SECTION		

TO THE BEST OF THE ENGINEER'S PROFESSIONAL JUDGEMENT, THE DESIGN OF THIS PROJECT CONFORMS TO ALL APPLICABLE PORTIONS OF THE FOLLOWING:

- ☒ THE 2020 NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE
- ☒ THE 2020 NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE, 2016 ASHRAE 90.1, AND 2007 ASHRAE 183; FOLLOWING THE COMPLIANCE PATH MARKED BELOW:
  - ⊗ ANSI / ASHRAE / IESNA 90.1, AS AMENDED BY 19 NYCRR PART 1240.
  - ⊗ ECCCNYS CHAPTER 4 [CE] PRESCRIPTIVE PROVISIONS (SECTIONS C402, C403, C404, C405, C408 AND ONE OF THE SIX OPTIONS IN SECTION C406 AS NOTED BELOW:
    - ☐ MORE EFFICIENT HVAC PERFORMANCE IN ACCORDANCE WITH SECTION C406.2.
    - ☒ REDUCED LIGHTING POWER DENSITY SYSTEM IN ACCORDANCE WITH SECTION C406.3.
    - ☐ ENHANCED LIGHTING CONTROL IN ACCORDANCE WITH SECTION C406.4.
    - ☐ ON-SITE SUPPLY OF RENEWABLE ENERGY IN ACCORDANCE WITH SECTION C406.5.
    - ☐ PROVISION OF A DEDICATED OUTDOOR AIR SYSTEM FOR CERTAIN HVAC EQUIPMENT IN ACCORDANCE WITH SECTION C406.6.
    - ☐ HIGH-EFFICIENCY SERVICE WATER HEATING IN ACCORDANCE WITH SECTION C406.7.
    - ☐ ENHANCED ENVELOPE PERFORMANCE IN ACCORDANCE WITH SECTION C406.8.
    - ☐ REDUCED AIR INFILATRATION IN ACCORDANCE WITH SECTION C406.9.
  - ○ TOTAL BUILDING PERFORMANCE PROVISIONS (SECTION C407)
- ☒ THE NEW YORK STATE EDUCATION DEPARTMENT ("SED") MANUAL OF PLANNING STANDARDS
- ☐ THE 2014 FGI GUIDELINES FOR DESIGN AND CONSTRUCTION OF HOSPITALS AND OUTPATIENT FACILITIES
- ☐ THE 2018 FGI GUIDELINES FOR DESIGN AND CONSTRUCTION OF:
  - ☐ HOSPITALS
  - ☐ OUTPATIENT FACILITIES
  - ☐ RESIDENTIAL HEALTH, CARE, AND SUPPORT FACILITIES

ALL SYMBOLS SHOWN ARE NOT NECESSARILY USED

ABBREVIATIONS

SYMBOL	DESCRIPTION
AC	ABOVE COUNTER - 6" ABOVE COUNTERTOP OR BACKSPLASH
AFF	ABOVE FINISHED FLOOR
AFT	AUTOMATIC FLUSH/FAUCET TRANSFORMER, REFER TO DETAIL
AG	ABOVE GRADE
AU	AT UNIT
C	CONDUIT
CAP	CARD ACCESS PANEL
CACP	CARD ACCESS CONTROL PANEL
CKT	CIRCUIT
CPS	CAMERA POWER SUPPLY
EM	CONNECT TO EMERGENCY CIRCUIT
EMT	ELECTRIC METALIC TUBING
EWC	ELECTRIC WATER COOLER
EX	EXISTING TO REMAIN
FS	FIRE SMOKE DAMPER. PROVIDE CONNECTIONS AS INDICATED
G	GROUND
GF	GROUND FAULT INTERUPT DEVICE
NF	NON-FUSED
NL	NIGHT LIGHT
R/R	REMOVE AND REINSTALL
SP	SURGE PROTECTED
VFC	VARIABLE FREQUENCY CONTROLLER
WP	WEATHERPROOF
WG	WIRE GUARD

VALID THRU: 01/31/2024
CERT. NO.: 0019642
CERT. EXP.: 01/31/2025

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LANDSCAPE ARCHITECTURE
BUILDING ENVELOPE SYSTEMS

FS ENGINEERING, DPC
721 E. Genesee Street
Syracuse, NY 13210
Tel: 315-471-4013
Fax: 315-471-4044
FS#23036

DRAWING INDEX, SYMBOLS & ABBREVS.

CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	12" = 1'-0"
Drawn By	DHF
Designed By	FJR
Date	07/14/23
Date-rev.	
Dwg. No.	E001

0 1/2" 1" 2" 3"
REFERENCE SCALE BAR
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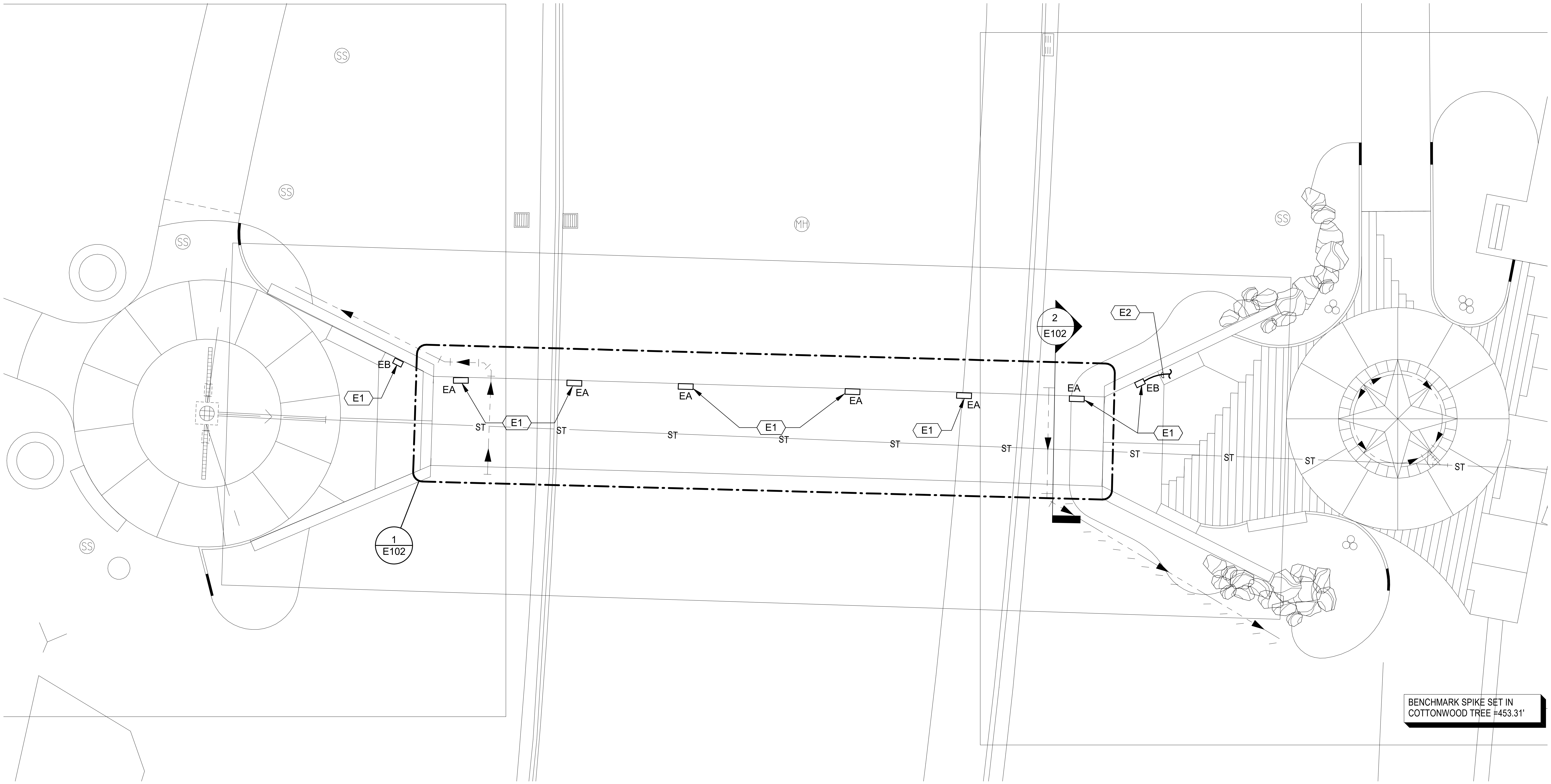
ELECTRICAL KEYED NOTES	
E1	DISCONNECT, REMOVE AND REPLACE EXISTING LIGHT FIXTURE. MAINTAIN EXISTING CIRCUITING AND EXTEND TO REPLACEMENT LIGHT FIXTURE. PROVIDE ADDITIONAL CONDUIT, WIRE AND HARDWARE AS REQUIRED TO EXTEND EXISTING CIRCUITING TO NEW LIGHT FIXTURE.
E2	EXISTING 120V SOURCE. PROVIDE CONNECTIVITY INCLUDING 20A-2P CIRCUIT BREAKER TO TRANSITION FROM 120V, 1 PH TO 208V, 1 PH CIRCUIT. COORDINATE THE TRANSITION AND REVISION OF THE SOURCE VOLTAGE AT SOURCE WITH OWNER; VERIFY WITH THE OWNER THE SOURCE IS CAPABLE OF THIS TRANSITION PRIOR TO STARTING WORK.

STATE OF NEW YORK
ELIZABETH P. FISHER
096006
LICENSED PROFESSIONAL ENGINEER

VALID THRU: 01/31/2024
CERT. NO.: 0019642
CERT. EXP.: 01/31/2025



TUNNEL SITE PLAN

1
E101

SCALE: 1" = 10'-0"

3"

0 1/2" 1" 2" 3"

REFERENCE SCALE BAR

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FS ENGINEERING, DPC
721 E. Genesee Street
Syracuse, NY 13210
Tel: 315-471-4013
Fax: 315-471-4044
FS#23036

SITE PLAN
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
NEW YORK
GENEVA

KHH Job No.	122135LTL
Scale	1" = 10'-0"
Drawn By	DHF
Designed By	FJR
Date	07/14/23
Date-rev.	
Dwg. No.	E101

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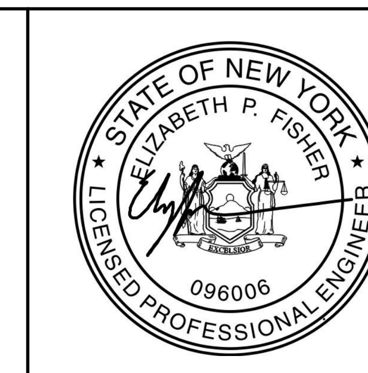

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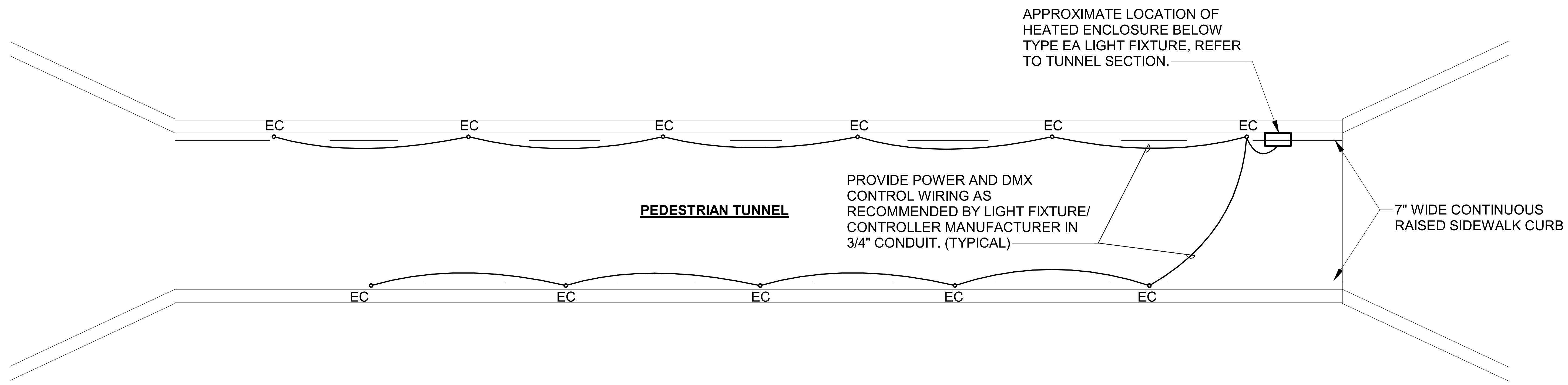
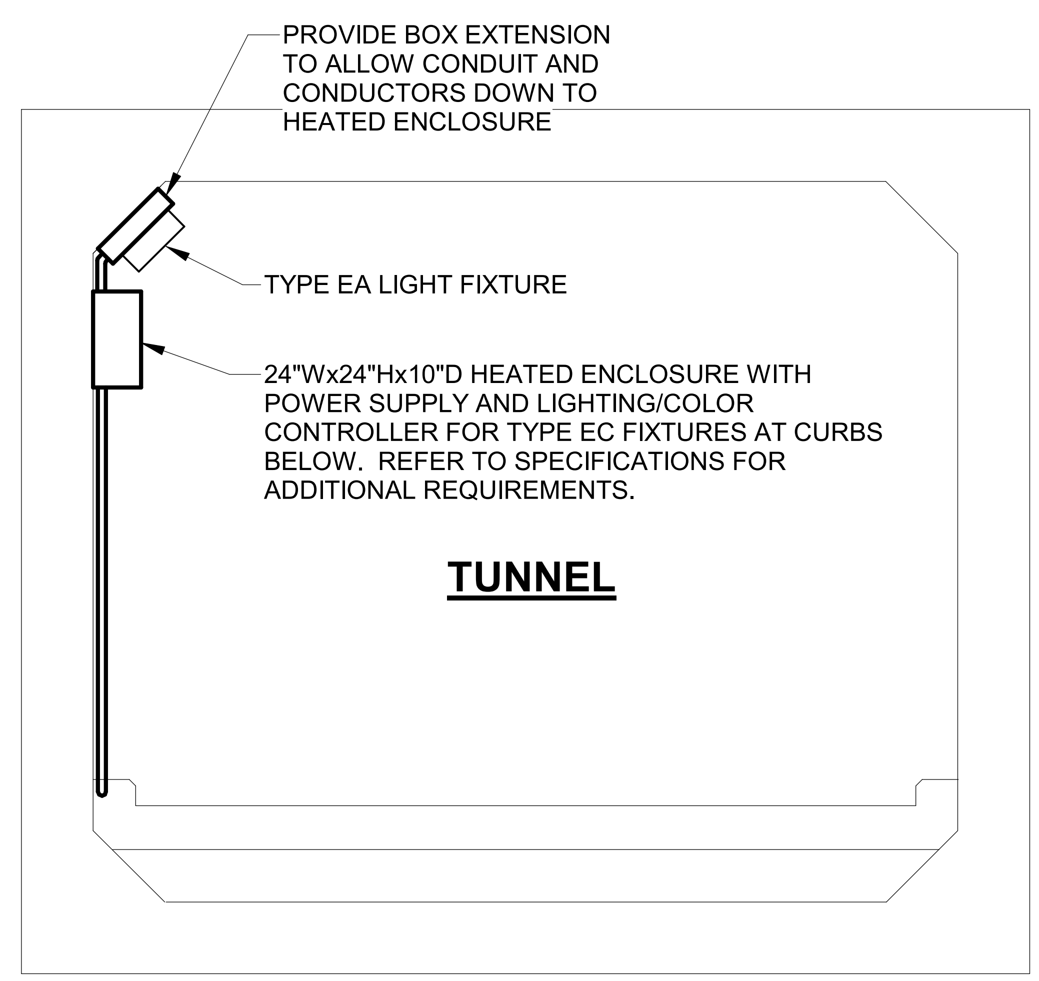
Fax: 315-471-4044
FS#23036



TUNNEL WALKWAY

1 / E102

SCALE: 1/8" = 1'-0" — 3"



TUNNEL SECTION

2 / E102

SCALE: NOT TO SCALE

ENLARGED PLAN & SECTION

CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	As indicated
Drawn By	DHF
Designed By	FJR
Date	07/14/23
Date-rev.	
Dwg. No.	E102

0 1/2" 1" 2" 3"
REFERENCE SCALE BAR
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7/10/2023 3:11:14 PM C:\Users\dferris\Documents\23036 - City of Geneva-Lake Tunnel_R22_dferrisNXS47.rvt

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4 R1.00 LAKEFRONT PLAZA - LOOKING SOUTH
N.T.S. [PERSPECTIVE VIEW]

3 R1.00 SOLAR VILLAGE POCKET PARK - LOOKING SOUTH
N.T.S. [PERSPECTIVE VIEW]

2 R1.00 SOLAR VILLAGE POCKET PARK - LOOKING NORTH
N.T.S. [PERSPECTIVE VIEW]

1 R1.00 LAKEFRONT PLAZA - LOOKING WEST
N.T.S. [PERSPECTIVE VIEW]

0 1/4" 1/2" 1" 2" 3"
REFERENCE SCALE BAR
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Klepper, Hahn & Hyatt
SYRACUSE, NY
STRUCTURAL ENGINEERING
LANDSCAPE ARCHITECTURE
BUILDING ENVELOPE SYSTEMS

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PROFESSIONAL SEAL:
100% FINAL
July 24, 2023
OWNER REVIEW
NOT FOR CONSTRUCTION
EXPIRATION DATE: 03/31/2026

SITE IMPROVEMENTS VISUAL RENDERINGS
CITY OF GENEVA
LAKE TUNNEL ENHANCEMENTS
GENEVA NEW YORK

KHH Job No.	122135LTL
Scale	AS SHOWN
Drawn By	ADG
Designed By	JP
Date	--

Rev.	Description	Rev. Date

Sheet. No.
R1.00

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT OR LANDSCAPE ARCHITECT, TO ALTER THIS DOCUMENT IN ANY WAY. IF THIS DOCUMENT IS ALTERED, THE ALTERING LICENSED DESIGN PROFESSIONAL SHALL AFFIX TO THIS DOCUMENT THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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RESOLUTION # 7 – 2024

RESOLUTION DECLARING GENEVA LAKE TUNNEL ENHANCEMENT PROJECT A TYPE 2 ACTION UNDER SEQR

WHEREAS, the City of Geneva accepted DRI funding allocated to the repair and improvement of infrastructure in and around the Lakefront Tunnel between Solar Village and Seneca Lake; and

WHEREAS, the City Council has determined that the proposed work qualifies as a Type 2 Action under SEQRA based on 6 CRR-NY 617.5 c 1,2,3,&5,6.; and

WHEREAS, the proposed work does not approach or exceed any threshold det forth in 6 CRR-NY 617.4 that would justify consideration as a Type 1 action; and

WHEREAS, the proposed work reduces total impervious area within the project boundary from approximately 4006 sqft. to approximately 3751.14 sqft.; and includes the addition of landscaping, lighting improvements, drainage improvements, restoration of the tunnel walls, and new trees at both ends of the tunnel; and

WHEREAS, the City Council has determined that the proposed action will have no environmental impact.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Geneva, New York that the work proposed for the Geneva Lake Tunnel Enhancement Project constitutes a Type 2 action under SEQR and requires no further environmental review.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: David West, Director of Planning & Economic Development

Meeting Date: Feb 7, 2024

Item Title: RESOLUTION ADOPTING A COMPLAINT PROCESS AND POLICY FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Action Required:

An affirmative vote on the provided resolution is a necessary step for continuing to receive state and federal funding.

Background:

The City of Geneva is required to comply with the Americans with Disabilities Act (ADA). As a part of the City's use of Community Development Block Grant (CDBG) funds we are required to share certain policies and procedures with New York State Homes and Community Renewal. One of the required documents is a policy and a grievance procedure for individuals to request accommodations or file a complaint related to a failure of the City of Geneva to comply with all of the requirements of the ADA. The City has a set of procedures for staff accommodations or complaints but lacks a clear process for anyone else who might interact with City programs and facilities.

Other Relevant Information:

The procedure approved by the attached resolution was developed directly by New York State as a template for communities to be fully in compliance with the law.

Financial Impact:

Following the ADA and having a clear procedure reduces the City's risk of expensive litigation, in some cases compliance may involve small costs including paying for requested translation or other services.

Office of the City Manager
Amie Hendrix
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 789-2603 - FAX (315) 789-0604 – ahendrix@geneva.ny.us - www.cityofgenevany.com

RESOLUTION # 8 – 2024

RESOLUTION ADOPTING A COMPLAINT PROCESS AND POLICY FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

WHEREAS, the City of Geneva is subject to the requirements of Title II of the Americans with Disabilities Act of 1990(ADA), and

WHEREAS, by accepting State and Federal funds, including CDBG funding, the City of Geneva is required to adopt a complaint process related to barriers and accommodations for people with disabilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Geneva, New York that the attached grievance procedure under the Americans with Disabilities Act is adopted.

BE IT FURTHER RESOLVED that the City Manager is empowered to amend this policy and procedure from time to time as necessary to comply with ADA and best serve the community of the City of Geneva.

GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

Effective Communication: The City of Geneva will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City of Geneva programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City of Geneva will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in [name of public entity] offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Geneva, should contact the office of Erica Collins, ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of Geneva to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Geneva is not accessible to persons with disabilities should be directed to Erica Collins, ADA Coordinator following the procedure below.

The City of Geneva will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Grievance Procedure: This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Geneva. Employment related complaints of disability discrimination are covered elsewhere, in policies available from the human resources office of the City of Geneva.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date and description of the problem. No particular format of the complaint is required. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted in writing by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Erica Collins
ADA Coordinator, Section 3 Coordinator, Human Rights Commissioner, Confidential Secretary to the City Manager
47 Castle St.
Geneva, NY 14456

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Geneva and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the agency head or his/her designee.

Within 15 calendar days after receipt of the appeal, the agency head or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with the agency's final resolution of the complaint, or indicating that the matter has been returned to the ADA Coordinator for further action.

If further response is indicated, the complainant will be contacted within 15 calendar days.
All written complaints received by the ADA Coordinator or his/her designee, appeals to the agency head or his/her designee, and responses from these two offices will be retained by the City of Geneva for at least three (3) years.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: David West, Director of Planning & Economic Development

Meeting Date: Feb 7, 2024

Item Title: RESOLUTION APPOINTING CLIMATE SMART COMMUNITIES TASK FORCE AND CLIMATE SMART COMMUNITIES COORDINATOR

Action Required:
An affirmative vote on the provided resolution is a necessary step for applying to be a Climate Smart Community and to receive associated support and grants.

Background:

The City of Geneva initially applied to the Climate Smart Communities program in 2014 and was Bronze Certified based on City accomplishments and actions in 2018, that certification expired on September 30, 2023. Climate Smart Communities (CSC) is a New York State program that supports local governments in leading their communities to reduce greenhouse gas emissions, adapt to the effects of climate change, and thrive in a green economy. The benefits of participating include leadership recognition, free technical assistance, and access to grants. Local governments participate by signing a voluntary pledge and using the CSC framework to guide progress toward creating attractive, healthy, and equitable places to live, work, and play.

Other Relevant Information:

A description of the CSC program is attached, a report of the City's existing accomplishments that resulted in the 2018 certification can be found here:
https://climatesmart.ny.gov/?type=1336777441&tx_sjcert_certification[certification][__identity]=19

Financial Impact:
Registration in the Climate Smart Communities program allows the City to receive grants based on steps taken, there is not a fee for participation but documentation of action does require some staff time. Any anticipated staff time falls within existing responsibilities, we are not requesting additional staffing specifically for this program.

Office of the City Manager
Amie Hendrix
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 789-2603 - FAX (315) 789-0604 – ahendrix@geneva.ny.us - www.cityofgenevany.com

STATE SUPPORT FOR LOCAL CLIMATE ACTION

Climate Smart Communities (CSC) is a New York State program that supports local governments in leading their communities to reduce greenhouse gas emissions, adapt to the effects of climate change, and thrive in a green economy. The benefits of participating include leadership recognition, free technical assistance, and access to grants. Local governments participate by signing a voluntary pledge and using the CSC framework to guide progress toward creating attractive, healthy, and equitable places to live, work, and play.

Climate Smart Community (CSC) Program Goals

- **Reduce** greenhouse gas emissions.
- **Build resiliency** to the impacts of climate change.
- **Save** taxpayer dollars.
- **Increase** energy security and reliability.
- **Improve** community public health and safety.
- **Support** a green innovation economy.
- **Demonstrate** leadership.

How do communities benefit from the CSC program?

- **Receive funding** for climate change mitigation and adaption projects via the DEC CSC Grant program.
- **Reduce the cost of clean vehicles** and associated charging/fueling stations via the DEC Municipal Zero-emission Vehicle Rebate program.
- **Receive free technical assistance** for clean energy and climate change initiatives from regional coordinators.
- **Discover online guidance** and decision-support tools via webpages.
- **Learn about best practices** through CSC webinars.
- **Network** with like-minded community leaders at CSC events and workshops.

Where does the support come from?

The Climate Smart Communities program is jointly sponsored by seven New York State agencies:

- Department of Environmental Conservation
- Department of Health
- Department of Public Service
- Department of State
- Department of Transportation
- Energy Research and Development Authority
- New York Power Authority

How do communities participate in the CSC program?

- **Adopt** the Climate Smart Communities (CSC) Pledge. See below for the model resolution.
- **Visit** https://climatesmart.ny.gov/actions-certification/getting-started/ to review next steps and be designated a **registered CSC.** Once your local government has registered, you'll see your community on displayed on the map.
- **Select actions** and learn about what it takes to become a **certified CSC** at https://climatesmart.ny.gov/actions-certification/actions/ .
- **Sign up** for the CSC email list to be notified of upcoming opportunities at http://www.dec.ny.gov/energy/76483.html .
- **Visit** the CSC funding programs webpage at http://www.dec.ny.gov/energy/109181.html .

Model Resolution for Municipal Adoption of the CSC Pledge

Local governments may amend the preamble to the resolution below, but all 10 points of the pledge must be adopted *verbatim* in their entirety.

WHEREAS, the Town/Village/City/County of ____ believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that Town/Village/City/County of ____, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following 10 elements:

1) **Build a climate-smart community.**
2) **Inventory emissions, set goals, and plan for climate action.**
3) **Decrease energy use.**
4) **Shift to clean, renewable energy.**
5) **Use climate-smart materials management.**
6) **Implement climate-smart land use.**
7) **Enhance community resilience to climate change.**
8) **Support a green innovation economy.**
9) **Inform and inspire the public.**
10) **Engage in an evolving process of climate action.**

CONTACT INFORMATION

Office of Climate Change

New York State Department of Environmental Conservation
625 Broadway, Albany, NY 12233-1030
P: (518) 402-8448 | F: (518) 402-9021 | climatesmart@dec.ny.gov
www.dec.ny.gov

RESOLUTION # 9 – 2024

RESOLUTION APPOINTING CLIMATE SMART COMMUNITIES TASK FORCE AND CLIMATE SMART COMMUNITIES COORDINATOR

WHEREAS, the City of Geneva has previously participated in the New York State Climate Smart Communities program and wishes to do so again, and

WHEREAS, participation in the program requires appointing a Climate Smart Communities Task Force, and

WHEREAS, the City of Geneva Green Committee has served as the Climate Smart Communities Task Force in the past, and

WHEREAS, participation in the program requires appointing a Climate Smart Communities Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Geneva, New York appoints the City of Geneva Green Committee to serve as the Climate Smart Communities Task Force.

BE IT FURTHER RESOLVED that the Director of Planning and Economic Development is appointed to act as Climate Smart Communities Coordinator, may choose to delegate associated tasks as appropriate, and may apply for funding or sign contracts related to participation in the Climate Smart Communities program.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: Joseph Venuti, Director of Public Works

Meeting Date: February 7, 2023

Item Title: Resolution request - Increasing Septage Discharge Fees and Amend, 2024 Adopted Budget Appendix “L”, 2024 Fee Schedule

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Action Required:
Amend Fee Description under Public Works to include Bulk Septage Disposal Rates

Background:
The City of Geneva, allows and accepts scavenger wastes, which are the sludge or septage derived from sanitary wastewater discharged into cesspools, septic tanks or privies to be delivered and disposed of at our Waste Water Treatment Plant. Discharging is only permitted with prior hauler approval from Chief Waste Water Plant Operator and is subject to City Code 277-42 Discharge Limitations.

Current discharge rates have been compared and reviewed with regional Publicly Owned Treatment Works facilities. Based on fees and overall increased operating expenses, I recommend that the city increases the current septage discharge rates, be increased from $0.05 to $0.10 per gallon and also be added to the 2024 Fee Schedule.

Financial Impact:
Fees will be increased to be competitive with other municipalities, but impact will depend on the number of haulers utilizing the facility.

Department of Engineering and Public Works
Joseph Venuti, Director of Engineering and DPW
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 789-3101 - FAX (315) 789-8373 - JVenuti@Geneva.ny.us - www.cityofgenevany.com

RESOLUTION # 10 – 2024

RESOLUTION INCREASING SEPTAGE DISCHARGE FEE and;
AMENDING, 2024 ADOPTED BUDGET, APPENDIX "L", 2024 FEE SCHEDULE

WHEREAS, the City of Geneva Waste Water Treatment Plant currently has a fee of $0.05 per gallon to cover the cost of septage discharge disposal the facility located at 45 Doran Ave.;

WHEREAS, the overall operating expenses including but not limited to labor, equipment and materials have increased over the years. Staff has determined a fee increase to $0.10 per gallon is required to cover the cost.;

NOW THEREFORE, BE IT RESOLVED. That the City of Geneva City Council, hereby, and in due form, does amend the Septage Discharge Fee to $0.10 per Gallon.;

AND BE IT FURTHER RESOLVED, that these fees be added to the 2024 Fee Schedule and shall be effective immediately upon approval.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: Stefanie Newcomb, Comptroller

Meeting Date: February 7, 2024

Item Title: RESOLUTION CORRECTING 2024 BUDGET DOCUMENT FOR HAULER FEES

Action Required:

An affirmative vote by a majority of City Council is required to accept the correction to the 2024 budget document fee schedule for hauler fees.

Background:
In 2022 trash hauler fees were updated to be the following and were implemented:

Garbage Hauler (Residential) - $2,000.00 annually
Garbage Hauler (Commercial) - $2,000.00 annually
Garbage Hauler (Roll off services) $500.00 annual

The current 2024 budget document inaccurately reflects the previously approved hauler fees prior to 2022.

Alternatives:

Revert Hauler fees to previous amounts.

Financial Impact:
No current financial impact.

Comptroller's Office
City Hall
47 Castle St., Geneva, New York, 14456
www.cityofgenevany.com

RESOLUTION # 11 – 2024

RESOLUTION CORRECTING 2024 BUDGET DOCUMENT FOR HAULER FEES

WHEREAS, the 2024 budget document was presented and adopted by City Council in October 2023 and

WHEREAS, the fee schedule presented within the 2024 Budget document incorrectly displays hauler fees within the City of Geneva and

NOW THEREFORE BE IT RESOLVED that the Geneva City Council hereby approves the correction of the 2024 Budget Document fee schedule

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: Stefanie Newcomb, Comptroller

Meeting Date: February 7, 2024

Item Title: RESOLUTION AMENDING THE 2024 GENERAL FUND BUDGET FOR RATIFIED CONTRACT CHANGES

Action Required:

An affirmative vote by a majority of City Council is required to approve the general fund budget for the additional expenses related to two (2) contract ratifications.

Background:

The City of Geneva had four (4) open contract negotiations in 2023 and were able to ratify one (1) of those contracts in January 2024. The approved 2024 Budget document does not reflect the final contractual obligations and additional funds are needed to cover anticipated salary and benefit expenses.

Alternatives:

Direct the Comptroller to find alternative cost savings measures within the approved 2024 budget document.

Financial Impact:

Reduce General Fund balance by $30,000

RESOLUTION # 12 – 2024

RESOLUTION AMENDING THE 2024 GENERAL FUND BUDGET FOR RATIFIED CONTRACT CHANGES

WHEREAS, The City of Geneva had four (4) open contract negotiations in 2023 and were able to ratify one (1) of those contracts at the end of December 2023.

WHEREAS, The approved 2024 Budget document does not reflect the final contractual obligations and additional funds are needed to cover anticipated salary and benefit expenses. the fee schedule presented within the 2024 Budget document incorrectly displays hauler fees within the City of Geneva and

NOW THEREFORE BE IT RESOLVED that the Geneva City Council hereby and in due form does amend the 2024 General Fund budget as follows:

Revenues:

Add

Appropriation from General Fund Balance $30, 000

Expenses:

Add

Various General fund department Salary lines $30,000

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: Stefanie Newcomb, Comptroller

Meeting Date: February 7, 2024

Item Title: RESOLUTION APPROVING THE CONTRACT FOR THREE+ONE SERVICES

Action Required:

An affirmative vote by a majority of City Council is required to approve the City Manager and Comptroller to enter into contract with Cashvest by Three + One.

Background:
Municipal governments recently were allowed to begin to invest cash already on hand to provide an additional resource of revenue for operations. Three+one is a financial-technology resource for the public sector. three+one is not a bank and does not accept deposits, rather provides precise and proprietary liquidity data, benchmarking tools, and forecasting for financial officers allowing them to make the best, most informed decisions for taxpayers and stakeholders.

Alternatives:
Do not enter into contract with three+ One and internally analyze cashflow opportunities

Financial Impact:
No Financial Impact. Three+One contract provides a guarantee if three+ One does not show a 1 to 1 benefit through its CashVest analysis compared to the proposal annual fee of $14,900 the initial analysis will be provided at no cost.

Comptroller’s Office
City Hall
47 Castle St., Geneva, New York, 14456
www.cityofgenevany.com

RESOLUTION # 13 – 2024

RESOLUTION APPROVING THE CONTRACT FOR THREE+ONE SERVICES

WHEREAS, The City of Geneva has the opportunity to implement additional investment strategies with cash on hand to produce additional revenue sources

WHEREAS, Three+one is a financial-technology resource for the public sector. providing liquidity data, benchmarking tools, and forecasting for financial officers

NOW THEREFORE BE IT RESOLVED that the Geneva City Council hereby and in due form does authorize the City Manager and Comptroller to enter in contract agreement with Three + One.

Geneva City Council
Agenda Item Briefing

To:	Geneva City Council
From:	Amie Hendrix, City Manager
Meeting Date:	February 7, 2023
Item Title:	Approval of the 2024 and Future Amendments to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC)

Action Required:

An affirmative vote by a majority of City Council is required to approve this resolution.

Background:

In 2023, the City of Geneva joined the Greater Tompkins County Municipal Health Insurance Consortium (the Consortium) and approved the existing MCA. This resolution approves the amendments made to the Municipal Cooperative Agreement in 2024 and on an annual basis going forward to ensure compliance with New York State Department of Financial Services. If there are significant changes to the MCA or if council determines it would like to end the ongoing approval, council may rescind this resolution via resolution.

Financial Impact:

None.

Greater Tompkins County Municipal Health Insurance Consortium
P.O. Box 7 • Ithaca, New York 14851 • (607) 274-5590
Headquarters: 215 N. Tioga Street, Ithaca, NY 14850
www.healthconsortium.net • consortium@tompkins-co.org

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

202~~3~~4

AMENDMENT

TO THE

MUNICIPAL COOPERATION AGREEMENT

(Adopted ~~September 21, 2023~~Per DFS Approval;
effective January 1, 202~~4~~3)

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

W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;

2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;

3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;

4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and

5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost- effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision) to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

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

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

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

Municipality Name	Effective Date
Town of Camillus	1/1/2023
Town of DeRuyter	1/1/2023
Town of Dewitt	1/1/2023
Town of Hastings	1/1/2023
Village of Camillus	1/1/2023
Village of Skaneateles	1/1/2023
Dewitt Fire District	1/1/2023
City of Geneva	1/1/2[illegible]
Town of Brutus	1/1/2024
Town of Locke	1/1/2024
Town of West Monroe	1/1/2024
Village of Fair Haven	1/1/2024

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

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

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

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

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

B. PARTICIPANT LIABILITY.

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

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

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

a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.

b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.

c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

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

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

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

4. No Director may represent more than one Participant.

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

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

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

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

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

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

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

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

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event,

the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

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

a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.

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

c. The Labor Representatives shall be entitled to one (1) vote each.

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

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

E. ACTIONS BY THE BOARD

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

a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.

b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).

c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).

d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709, a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.

e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), the Board may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.

f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).

g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.

h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.

i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.

j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

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

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

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

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

d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.

e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

F. EXECUTIVE COMMITTEE

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

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

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

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

5. The Executive Committee shall:

a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.

b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.

c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

d. Develop Bylaws for its operations.

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;

b. an annual report and quarterly reports describing the Consortium's current financial status; and

c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

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

J. PLAN ADMINISTRATOR

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

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

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

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

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

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

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting

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

L. PREMIUM CALCULATIONS/PAYMENT.

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

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

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

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

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

5. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires.

However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

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

O. REPORTING.

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

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

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

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

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

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

P. WITHDRAWAL OF PARTICIPANT

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

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

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

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

Q. DISSOLUTION; RENEWAL; EXPULSION

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

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

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

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

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

Law").

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

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 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

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

Resolution # 14 – 2024
Approval of the 2024 and Future Amendments to the Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC)

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

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

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

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

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