AGENDA

REGULAR COUNCIL MEETING

CITY OF GENEVA, NEW YORK

AUGUST 7, 2024

City Hall
2nd Floor Conference Room
47 Castle Street
Geneva NY 14456

COUNCIL MEETING STARTS AT 7:00PM

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I. CALL TO ORDER – Mayor, Steve Valentino

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PROCLAMATIONS

A. Remembering Frank Quartaro

V. PRESENTATION

A. Quarter Two Financial Report – presented by Comptroller Newcomb
B. Water and Sewer Capacity Overview – presented by Department of Public Works Director Venuti

VI. SUPERVISOR UPDATE

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

July 10 (Regular Council Meeting) – Page 3
July 18 (Special Council Meeting) – Page 51
July 23 (Special Council Meeting) – Page 55

VIII. 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.

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

X. 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. Resolution – Appointment of Kate Ott, RN MPH, Director of Community Public Health as Local Health Officer for the City of Geneva – presented by City Manager Hendrix – Page 59
B. Resolution – Withdraw and Recommence Foreclosure Action – presented by Comptroller Newcomb – Page 61

XI. BOARD AND COMMISSION APPOINTMENTS

XII. 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

XIII. 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

July 10, 2024 – 4:00 PM
City Hall – 2nd Floor Council Room
47 Castle Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor (left at 6:01)

1. <u>ROLL CALL</u>

Present: Clr. Lavin (left at 6:01), Clr. Pealer, Clr. Grimaldi (arrived at 4:03), Clr. Gillotte, Clr. Petropoulos, Clr. Moracco, Clr. Whitfield (arrived at 4:18)
Absent: Clr. Brennan

2. <u>PUBLIC HEARING</u> - 2024 Consolidated Funding Application and Community Development Block Grant Program

ACTION TAKEN BY Clr. Gillotte; seconded by Clr. Petropoulos
MOVED TO open the Public Hearing on the 2024 Consolidated Funding Application and Community Development Block Grant Program
MOTION CARRIED UNANIMOUSLY (6-3 absent)

Mayor Valentino opened the public hearing at 4:01pm. With no comment offered at this time, he closed the public hearing at 4:02pm.

ACTION TAKEN BY Clr. Petropoulos; seconded by Clr. Moracco
MOVED TO close the Public Hearing on the 2024 Consolidated Funding Application and Community Development Block Grant Program
MOTION CARRIED UNANIMOUSLY (6-3 absent)

3. <u>THREE + ONE CITY INVESTMENT UPDATE</u>

Comptroller Newcomb introduced Tyler Frame with cashVest by Three + One, who provided an investment update. Tyler began by explaining that Three + One doesn't make deposits, etcetera, they advise, to help the City realize additional revenues to bring in. Tyler shared that Three + One is an objective third party liquidity data monitoring company that helps earn and save as much as possible on taxpayer funds. Three + One has identified opportunities to bring in almost half a million dollars in new revenue opportunities for the City. Comptroller Newcomb then explained next steps including a new policy that will be brought to Council.
Counselor Pealer wondered if this program is transferring the City's debt. Comptroller Newcomb explained that this initiative is utilizing liquid cash to raise money via investments.

Councilor Lavin then wondered what would happen to money the City currently has with Lyons National Bank. Comptroller Newcomb advised that LNB is still the primary holder of City funds, and new investments may stay there, or be moved elsewhere depending on what opportunities are available. Tyler shared that this is a new program for the City not previously available, and to answer Counselor Lavin's concern, no mis steps have occurred, Three + One is showing the City marketplace opportunities which will leverage what the local bank can offer initially. He then reviewed the three pillars of public finance in order: safety, liquidity, and yield.
Councilor Lavin suggested that if City funds leave LNB, he would assume it would be for better yields, and voiced concerns about City funds leaving a local institution employing residents and paying taxes, remaining as secure as he feels these funds are while with a local financial institution. He further wondered how big an advantage there really is having City money with institutions we're not familiar with. Mr. Frame again stressed that it's not the intent of Three + One to upend any financial relationships the City has now. Councilor Lavin then expressed concern regarding the absence of a Finance Committee while considering this transition. City Manager Hendrix reassured Council that there will be an investment strategy that Council will help shape.
Councilor Pealer then wondered what Three + One's fee is. Mr. Frame advised that there is a flat annual fee, and if Three + One can't help the City earn and raise more than the fee via investments the $14,900 annual fee is waived. Councilor Pealer followed up wondering if the investment funds would be pulled from the General Fund. Comptroller Newcomb explained that funds collected, but not earmarked to be spent until later in the year would be invested for six months, to grow and earn, then become available in quarter three for planned City expenses, as an example of how these proposed investments would function. Liquid cash will be kept on had for budgeted costs as well as an additional $4.9 million in funds would be kept available in the event of an emergency. She stressed that all of the City's eggs would not be in one basket, and investments would be staggard.
Councilor Lavin asked if local partners would have an opportunity to match offers. Comptroller Newcomb confirmed that they would.
Councilor Pealer and Comptroller Newcomb discussed risk with current investments and the protection that some diversification could create.

4. 2025 BUDGET UPDATE

City Manager Hendrix and Comptroller Newcomb presented a 2025 budget update. All departments have submitted their budget requests, as well as the BID. General fund requests total $23.7 million dollars, water requests total $4.6 million, and sewer requests total $6.7 million dollars. City Manager Hendrix stressed that these are requests, and explained how departments were asked to budget for 2025. The next step is sitting with every department head asking about their requests, and exploring the details of significant changes. Goals include decreasing the tax rate, maintaining facilities and services at or above the current rate, and taking a hard look at everything and how to move forward. The draft budget will be completed around the end of July, and City Manager Hendrix acknowledged that the process this year is somewhat consolidated due to time taken off due to illness.
Councilor Lavin recalled the Strategic Planning Session where he says the facilitator suggested given the current tax situation that the budget should be reduced by 10%. City Manager Hendrix clarified that the consultant didn't recommend reducing spending by 10%, rather suggested reducing the tax rate.

5. SUPERVISOR UPDATE

Ontario County Supervisor Kennedy shared that the County Clerk is looking at various models to diffuse DMV services throughout the County, recalling that before the pandemic Geneva housed a satellite DMV office, and that a mobile DMV model is being explored. He also shared that the budget allocation for dog control related costs are being reviewed across the County, noting that overall the average household has 1.6 dogs, and that there are currently 846 dogs licensed in the City of Geneva. The County's budget workshop will be held on September 16 and is open to the public. Supervisor Kennedy went on to share that the Rail Corridor presentation at FLCC on July 8th was very informative. Supervisor Kennedy then highlighted the Ontario County Housing Study presentation, noting that he was impressed with the questions raised and the County representative's responses. He asked that if residents have any further questions, to share with him, and he'll pass them along. Councilor Lavin commented that he appreciated the County's visit and was surprised by some information including consolidation costs holding municipalities back. Councilor Petropoulos shared his intrigue with a mobile DMV.

6. CONSIDERATION OF MEETING MINUTES

A. June 5 (Regular Council Meeting)
B. June 17 (Special Council Meeting)
C. June 26 (Special Council Meeting)

ACTION TAKEN by Clr. Pealer; seconded by Clr. Lavin
MOVED THAT the minutes of the June 5, June 17 and June 26 Council Meetings be approved
MOTION CARRIED UNANIMOUSLY (8-1 absent)

7. PUBLIC COMMENT

Mayor Valentino opened public comment at 4:33 pm.

Julie Coleman, Green Committee Co-Chair introduced herself as an active community member, volunteer, wife, mom, and business manager. She explained the role of the Green Committee to be ambiguous, and stepping up to fill gaps where City funds and time fall short. She shared that officers were recently elected, policies and procedures are being revamped, website updates are being made, and the Friends of the Geneva Green Committee are creating a mailing list. Conversations have occurred with Councilors regarding the Recourse Recovery Park and Horticulturist. She also noted that sustainability is a key buzz word in the City's comprehensive plan and explored how the Green Committee can support this mission.

Anne Hoyt, also of the Green Committee spoke next, first thanking Ms. Coleman for her great energy for the Committee. Ms. Hoyt wondered if there would be a council liaison to the Green Committee, to which Mayro Valentino advised would be addressed later in the meeting. She shared the Committee's proposal for the remainder of the growing season, noting that time is really important and the committee has been asking for a liaison since January and it's important to act quickly. She went on to support Jacob Fox's promotion at the Resource Recovery Park, comparing this role to a homeowner's fee for trash removal, and making a comparison to the Town who pays someone to run a similar effort. She also suggested that with more Recourse Recovery there will be less truck traffic in the County. Ms. Hoyt went on to address Section 101 of the City code, related to controlled growth of harmful vegetation, noting that dozens of residents are not in compliance, and that the code is only enforced via complaints, going against best practices for the lake.

Gregory Peck spoke next on behalf of Finger Lakes Community Action based in Lyons. This agency exists through grants, sponsorships, etc. They launched a successful teen pregnancy program in Sodus that was phased out after three years due to the rate becoming so low. Mr. Peck explained that Finger Lakes Community Action leverages grants through municipalities they are invested in. The agency has been awarded a grant for $100,000 with an equal match from ESL for curbside appeal including planting, gutters, landscaping, and cleaning up yards. He shared another grant award of $4.5 million targeted for Courtyard Apartments and working with the Geneva Housing Authority. Mr. Peck noted he'd like the City to be invested in the activities of Finger Lakes Community Action. He then shared the Safe Homes program for Seniors, and distributed pamphlets.

Jackie Augustine spoke next, urging City Council not to cut the Community Engagement Coordinator position, noting that this role is an important piece to move the community forward. She recalled when the City utilized a similar position previously, and believes that the City is well poised to utilize this type of position again. Ms. Augustine explained a disconnect she sees between City government and the community, noting that Council has to demonstrate co-designing projects for funding, which comes from having staff members consistently working on relationships within the community. She also explained how grant applications are hindered by a lack of staff to focus on community engagement. She shared that in her experience residents may not know their councilmember, or may not be comfortable coming to him or her, further stating that a community engagement coordinator bridges this gap, strengthening the city and its people. Lastly, Ms. Augustine shared that in the long run she believes that abolishing the Community Engagement Coordinator position won't save money, and does damage between the residents and City Council, as this position would aid Council in informed decision making.

8. CITY MANAGER REPORT

City Manager Hendrix presented the following report:

The property auction was a success, releasing 12 City owned properties. 58 total bidders participated. The website had 33,700 hits, allowing people to look at the properties. Additional properties will be coming up in the near future, they will be brought to Council by the Property Disposition Team.

The equalization rate for the City of Geneva for 2024 has been established at 100%.

The City will be piloting a sprinkler program later this summer through a partnership with Geneva Fire Department and DPW. The program is being piloted prior to a full implementation to see how the City's water system handles the hydrant sprinkler. The pilot will occur on a day over 90 degrees.

The Request for Qualifications for the marina project has been released, as a first step ahead of Requests for Proposals and Bids.

The Storm Task Force held it's second meeting on June 25, three groups are currently collecting data and will have a report for council in November. Changes in policies and practices are being discussed, as well as a notification system, and a community survey.
Additional work sessions for Council coming up in the next month include an overview of the marina project, review of the Strategic Plan, and a discussion with FLACRA about their recently purchased building.

9. RESOLUTION – SEQR FOR SHORT TERM RENTAL ORDINANCE

Director of Planning and Economic Development West presented the following resolution:

WHEREAS, the City Council of the City of Geneva is considering adopting an ordinance amending short-term rental restrictions to permit them as of right in certain districts and to subject them to additional licensing restrictions (the "Action"); and

WHEREAS, the City Council has determined that it is the most appropriate agency for making the determination of significance thereon under the SEQRA Regulations, as the environmental, economic, and social impacts are primarily local in nature and is therefore the appropriate Lead Agency to conduct an environmental review of the Action; and

WHEREAS, the City Council prepared a Short Form Environmental Assessment Form ("EAF"); and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Geneva, that in accordance with SEQRA the City Council hereby designates itself as Lead Agency for the proposed Action identified herein; and

IT IS FURTHER RESOLVED, that the adoption of the ordinance constitutes an unlisted action pursuant to the New York State Environmental Quality Review Act, and the City Council has reasonably concluded that, when compared against the criteria set forth in Part 617 of SEQRA, and based upon the information and analysis recited in Parts 1 and 2 the EAF, the proposed Action WILL NOT result in any significant adverse environmental impacts; and

IT IS FURTHER RESOLVED that the City Council does hereby make a Determination of Non-Significance on the proposed Action, and thus issues a Negative Declaration for the Action and authorizes the City Mayor to execute Part 3 of the EAF according to such declaration.

Director West explained that adopting the Short Term Rental Ordinance won't have a negative impact environmentally. Councilor Lavin then noted that of the 123 short term rentals in the City, most are in the R1 area, and will significantly reduce houses available to the community, and wondered how this isn't an environmental impact. City Attorney Robert Marks advised that staff provided the SEQR form, and City Council can make a decision, or amend forms if they have identified problems. Councilor Lavin then requested a work session to make an informed decision regarding what fits under "environmental." Councilor Pealer noted that he doesn't believe this action would be necessary. Councilor Lavin expressed that he won't praise something reducing the City's census and taking 120 homes away.

ACTION TAKEN by Clr. Pealer; seconded by Clr. Petropoulos
MOVED THAT this resolution be approved
ROLL CALL VOTE: Aye – Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, Clr. Moracco, Mayor Valentino
Nay – Clr. Lavin, Clr. Whitfield
MOTION CARRIED

10. SECOND READING OF THE SHORT TERM RENTAL ORDINANCE AMMENDING CHAPTER 15-44 SHORT-TERM RENTAL OPERATOR LICENSE AND RELATED SECTIONS OF CHAPTER 350 ZONING

Director of Planning and Economic Development West presented the following ordinance for second reading:

ORDINANCE NO. 1 OF 2024 TO AMEND CHAPTERS 215-44, 650-7.18, 350-3.4, 350-4.4 AND 350-8.4 OF THE CODE OF THE CITY OF GENEVA REGARDING SHORT – TERM RENTALS

BE IT ENACTED, by the City Council of the City of Geneva, Ontario County, State of New York, as follows:

ArticleI. GeneralProvisions

Section 1. Authorization

The adoption of this Ordinance is in accordance with Section 10 of New York's Municipal Home Rule
Law.

Section 2. Title and Purpose

This Ordinance shall be known as Ordinance No. _ of 2024, to amend Chapters 215-44, 350-7.18, 350-3.4, 350-4.4, and 350-8.4 of the City of Geneva City Code regarding short-term rentals.

Section 3. Legislative Finding

The City Council of the City of Geneva hereby finds that short-term rental properties should be permitted as of right in certain districts subject to licensing restrictions. Protection of the public health, safety, and welfare of City residents shall be achieved through licensing restrictions including, but not limited to, inspection of rental units, appointment of a local contact person, and a process by which violations of City Code regulations results in the revocation of a license.

Section 4. Validity and Severability.

If any clause, sentence, paragraph, word, section or part of this ordinance shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. Inconsistency.

All other local laws and ordinances of the City of Geneva that are inconsistent with the provisions of this ordinance are hereby repealed provided, however, that such repeal shall only be to the extent of such inconsistency. In all other respects, this ordinance shall be in addition to such other local laws or ordinances regulating and governing the subject matter covered herein.

Section 6. Effective Date

This Ordinance will take immediate effect upon approval by resolution by the City Council for the City of Geneva.

ArticleII. AmendmentstotheCodeoftheCityofGeneva

Chapter 215-44, entitled “Short-term rental operator license”, shall be amended as follows:

Definitions

For purposes of this Chapter, the following terms shall have the following meanings:

Dwelling. A building that contains one or more dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Owner: Any individual or individuals, partnership or corporation or other organization in possession of and having a fee interest in the Dwelling Unit. The term Owner shall include a corporation, limited-liability company, partnership, association, trustee, or other business entity or nonbusiness forms of ownership. For purposes of this Chapter, the term Owner shall also include any individual or individuals, partnership or corporation or other organization that has permission from the fee interest holder to operate a Short-Term Rental at the Dwelling Unit and is otherwise responsible for the management and/or maintenance of the Short-Term Rental.

Rental: An agreement granting use or possession of a Dwelling in whole or in part, to a person, group or entity in exchange for consideration. Use of a Short-Term Rental by a record owner of a property shall not be considered to be a Rental under this section.

Short-Term Rental: A Dwelling Unit with no more than four bedrooms that is rented, in whole or in part, to any person or entity for a period of less than 30 consecutive nights and meets all of the regulations, requirements and standards contained in this Chapter and Chapter 350-7.18, as amended. Short-Term Rentals do not include Boarding Houses or Bed and Breakfast Inns.

Short-Term Rental License: A license granted to a Short-Term Rental pursuant to this Chapter.

215-44-1Short-TermRentalLicenseRequired.

A. In addition to the requirements contained in Chapter 350, the Owner of a Short-Term Rental must also possess a current and valid Short-Term Rental License for each Dwelling Unit used for Short-Term Rental, issued by the Code Enforcement Office, prior to operation as a Short-Term Rental.

215-44-2Short-TermRentalLicenseApplication,Renewal,andFees.

A. An application for, or renewal of, a Short-Term Rental License shall be submitted to the City Code Enforcement Office, signed by all persons and entities that have an ownership interest in the subject property, accompanied by payment of the license fee in the amount determined as part of the annual chart of accounts of the City of Geneva. Each Dwelling Unit used or advertised as a Short-Term Rental shall require a separate application for a Short-Term Rental License and payment of the associated license fee. The application shall be completed on a form provided by the City of Geneva, and shall include the following:

1. A list of all of Owner(s) of the Dwelling Unit, including names, addresses, telephone numbers (including mobile numbers) and e-mail addresses;

2. Completion of a signed and notarized affidavit by the Owner(s) certifying the following:

    a. The property is in compliance with New York State Code R314.3 Smoke Alarm and FC 915 for Carbon Monoxide Detector Locations.

    b. The number of parking spaces meets the zoning requirements set forth by Chapter 350-8.4 of the City Code;

    c. There are no outstanding property taxes or tax liens associated with the Dwelling Unit, nor does the Owner owe any other outstanding taxes fees or assessments to the City, including taxes and fees owed in connection with any other Short-Term Rentals;

    d. The Dwelling Unit complies and will continue to comply with all standards contained in this Chapter, the City Zoning Ordinance and all other applicable laws, standards and regulations.

    e. The Owner has read, understands, and agrees to comply with all legal duties imposed by this Chapter and the City Zoning Ordinance.

    f. The Owner will not discriminate in guest use or rental of a Short-Term Rental, and will comply with all applicable anti- discrimination laws, including but not limited to: Title VII of the Civil Rights Act of 1968, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

g. Designation by the Owner of a local person whose contact information will be made available to the City Code Enforcement Department and published in the City's Short-Term Rental database, and who shall be available twenty-four (24) hours per day, seven (7) days per week with the ability to respond to any complaint from the City or community members within forty-five (45) minutes for the purpose of responding to complaints regarding the condition, operation, or conduct of occupants ofthe Short-Term Rental unit and taking immediate action to resolve any such complaints.

3. A site plan, drawn to scale, showing the location of the Dwelling Unit, surrounding buildings, and required parking. An accurate, suitable plan need not be prepared by a professional.

4. A statement that the Dwelling Unit is served by a public sewer.

5. Mobile Telephone numbers and email addresses of a local contact person(s), who shall be responsible, and authorized, to act on the Owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the Owner or an agent designated by the Owner to serve as a contact person.

B. The owner and any operator shall sign an authorization, valid for the Term of the Short- Term Rental License and any subsequent renewals, authorizing the City Code Enforcement Office to enter the Dwelling Unit upon twenty-four (24) hour notice to conduct an inspection to verify compliance with the Code of the City Geneva, including this section; to verify compliance with applicable New York State laws, codes and regulations; to verify the number of sleeping rooms within the Short-Term Rental, as authorized by this section; and to verify the number of parking spaces meet the standards set forth in the City Code zoning requirements for a Dwelling Unit.

C. Upon the filing of a complete Short-Term Rental License application with the City Code Enforcement Office together with the applicable fee, and all documents and information required by this Chapter, the City Code Enforcement Office shall have sixty (60) days to review the application and then either issue the Short-Term Rental License or notify the applicant in writing that the application has been denied, along with the reason or reasons for denial.

D. In reviewing the application, the Code Enforcement Office shall have the right to inspect the Short-Term Rental upon twenty-four (24) hour notice for purposes of ensuring compliance with this Code, and any other applicable codes, laws, or ordinances enforced by the Code Enforcement Office. If an inspection authorized herein is conducted, the Code Enforcement Office shall use the results of such inspection in determining whether to issue the Short- Term Rental License, with or without conditions, or to not issue the Short-Term Rental License.

E. Short-Term Rental License Provisions.

1. A Short-Term Rental License shall be obtained prior to using any Dwelling Unit as a Short-Term Rental. 2. A Short-Term Rental License shall be valid for two years from the issue

date, and must be renewed upon expiration as long as the Dwelling Unit is used as a Short-Term Rental.

3. The Short-Term Rental License is transferable to a new Owner, so long as the Owner registers with the City, updates the Short-Term Rental License application, and agrees in writing to comply with the requirements of the Short- Term Rental License and these regulations.

4. If the conditions under which the Short-Term Rental License is issued are not maintained or these regulations are violated, the short-term rental license may be revoked as described in Section 215-44-4 and the Owner subject to the penalties of this Chapter and the penalties set forth below.

F. Short-Term Rental Licenses issued pursuant to this section shall state the following:

1. The names, addresses, and phone numbers of the subject Owner(s) and the local contact person with the ability to respond to any complaint within forty-five (45) minutes for the purpose of responding to complaints regarding the condition, operation, or conduct of occupants of the Short-Term Rental and taking immediate action to resolve any such complaints.

2. Identification of the number of and location of off-street parking spaces available and the amount required by the Code.

3. A statement that the Short-Term Rental License may be revoked for violations.

4. A statement that guests must comply with the Noise Ordinance of the City of Geneva, as set forth in Chapter 232 of the City Code, which ordinance will be enforced by the City Police Department, the Ontario County Sheriff's Department, the New York State Police, or any law enforcement agency properly exercising jurisdiction over the premises or incident.

5. Any conditions imposed by the City Code Enforcement Office.

6. The Short-Term Rental License expiration date.

G. The current Short-Term Rental License shall be prominently displayed inside and near the front entrance of the Short-Term Rental.

H. Application Denial. City Code Enforcement may decline a Short-Term Rental License application for any of the following reasons:

1. The application is incomplete, the documentation required is not included with the application, or the full license fee, in payment form acceptable for the City Clerk, is not included with the application.

2. A Short-Term Rental License issued to any of the Owners was revoked within the two years prior to the date if the application.

3. City Code Enforcement determines upon review of application or inspection that the Dwelling Unit is not in compliance with City Code.

4. The site plan required to be submitted with the application does not comport with the requirements of this section.

215-44-3Owner&TenantResponsibilities.

A. The Owner(s) of a Short-Term Rental shall be responsible for any nuisance violations arising at a property during Short-Term Rental activities.

B. The Owner(s) of a Short-Term Rental shall fully comply with all applicable State and Local fire, building, health and safety laws, and all relevant local ordinances, including City parking standards.

C. The Owner(s) must conspicuously post the Short-Term Rental License in a protected mounting in the public corridor, hallway or lobby of the dwelling for which the license was issued. This posting shall be in a common entrance. If no common entrance exists, then posting shall be made at the entrance of each Dwelling Unit.

D. It shall be the responsibility of the Owner to acquire and maintain a valid sales tax certificate as required by New York State Law. Except for those instances in which a Platform bears the responsibility for collecting and remitting taxes and fees applicable to Short-Term Rentals, the Owner shall timely remit all applicable local, state, federal taxes and fees, owed in connection with any Short-Term Rental. The failure of a Platform to collect and remit taxes and fees shall not relieve an Owner of the obligation to pay taxes and fees owed pursuant to this Chapter.

E. With respect to the Dwelling Unit which the tenant occupies, controls or uses, the Owner(s) shall be responsible for the following standards:

1. Occupancy limitations and the lawful use of a Dwelling Unit;

2. Maintenance of the Dwelling Unit in a clean, safe and sanitary condition;

3. Maintenance of plumbing, cooking and refrigeration equipment, appliances, fixtures and facilities contained in the dwelling unit in a clean and sanitary condition;

4. Keeping exits in the Dwelling Unit free and clear of obstacles and debris;5. Disposal of garbage, refuse and debris in a sanitary manner and keeping the dwelling unit, lot, and neighboring lots free and clear from garbage, refuse and debris from the Short-Term Rental;

6. Keeping domestic animals and pets in an appropriate manner and under control, to the extent that domestic animals and pets are permitted on the premises by the Owner;

7. All occupants and visitors to the Short-Term Rental unit shall comply with all relevant occupancy and parking codes. In addition, occupants and visitors shall park motor vehicles only on-site (if the Dwelling Unit is designed to accommodate on-site parking) or off-site where parking adjacent to the Dwelling Unit is allowed. Notice of the parking locations allowed and other requirements shall be conspicuously posted on the inside of the Short-Term Rental;

8. Ensuring that all occupants of the Dwelling Unit refrain from making any disturbing, offensive or excessive noise at any time, including but not limited to respecting quiet hours between the hours of 10 p.m. and 7 a.m., which would annoy or disturb the peace, quiet or comfort of a reasonable person of normal sensibilities. Each Short-Term Rental shall be required to prominently display a notice in any yard, porch, patio, deck, and/or pool area where renters may gather outside that indicates that unreasonable noise is prohibited by the City Code Chapter 323 and listing quiet hours.

F. Compliance with Other Laws. The Owner shall ensure that any Short-Term Rental fully complies with the provisions of this Chapter, the City Zoning Ordinance, and all other applicable laws.

215-44-4Compliance,Hearings,andPenalties.

A. Owners of Short-Term Rentals shall obey all applicable laws, ordinances, and regulations of the City of Geneva, Ontario County, New York States and the United States of America, and shall be subject to the enforcement proceedings contained in this section.

B. Any Short-Term Rental License issued pursuant to this Code is subject to continuing compliance with the conditions set forth herein, as well as any applicable laws, codes, regulations or ordinances. It shall be a violation of this Chapter to fail to comply with any standards and/or procedures set forth in this Section and/or Federal, State, or Local Law.

C. The Zoning Coordinator or his designee shall be given access to the Dwelling Unit upon twenty-four (24) hour notice for the purpose of conducting an inspection as deemed necessary from time to time to ensure compliance with these regulations and with applicable State and Local codes.
D. InspectionFee. Owners of a Short-Term Rental shall pay an inspection fee to be set by the City Council annually in their schedule of fees, to be assessed against the Dwelling Unit, for each inspection in which violations of State or Local laws, codes, regulations and/or ordinances are found. The Code Enforcement Office shall assess the fee, when, in the evaluation of the inspector, the status of the violation has not progressed or been satisfactorily completed. The fee shall not be applicable to inspections ordered after the commencement of a Court action, nor any initial inspection required pursuant to the application process above, but shall apply to subsequent re-inspections pursuant to the aforementioned sections.

E. Noise,nuisance,andparkingviolations. A Short-Term Rental License may be revoked upon repeated noise, nuisance, or parking complaints. Three (3) complaints relating to noise, nuisance, or parking at a licensed Short-Term Rental within twelve (12) consecutive months shall collectively constitute a first violation for the purposes of Section “G” below. Every subsequent three (3) complaints shall constitute an additional violation pursuant to Section G(2) and (3). Citations for noise, nuisance, or parking violations may be appealed to the Zoning Board of Appeals pursuant to Section 215-44-5 below.

F. In the event that the Code Enforcement Office receives a complaint or determines that a violation exists, it shall inform the Owner of a Short-Term Rental License by written correspondence, hand delivered or sent via first class mail to the address provided on the application, and provide a fixed period of time, not to exceed thirty (30) days, to remedy all existing violations or show cause for delay, which may only be granted once, by the Code Enforcement Office, for a time period not to exceed ninety (90) days.

G. Failuretoremedyviolations

1. Following the receipt of three (3) complaints relating to noise, nuisance, or parking, or expiration of the time period set forth in Section "F" above, the Owner of the Short-Term Rental unit shall be guilty of a violation and such Short-Term Rental License will be immediately suspended for a period of sixty (60) days. Continued failure to remedy an initial violation following the sixty (60) day suspension shall be considered a second violation.

2. The Owner of the Short-Term Rental guilty of a second violation shall be further suspended for a period of one hundred twenty (120) days. Continued failure to remedy a second violation following the one hundred twenty (120) day suspension, shall be considered a third violation.

3. The Owner of the Short-Term Rental guilty of a third violation shall have their Short-Term Rental License immediately revoked for that Owner and the Dwelling Unit.

H. An Owner that has a Short-Term Rental License revoked may not apply or be granted another License for a period of two (2) years from the date of revocation, and no such License shall be reinstated unless the Owner has demonstrated that all violations have been corrected and that he/she/they is in full compliance with all applicable provisions of this chapter. Revocation and/or multiple violations may be grounds for the denial of a subsequent application under this Chapter.

I. Non-Permitted/LicensedOperation: No Owner shall operate a Short-Term Rental without a current Site Plan Approval, if required in the applicable zone, and a Short-Term Rental License issued pursuant to this Chapter. In the event that the Code Enforcement Office determines that a violation of this subsection exists, it shall inform the Owner by written correspondence, hand delivered or sent via first class mail to the address of the Dwelling Unit in question. The Owner will be given a warning with seventy-two (72) hours to cease operating the Dwelling Unit as a Short-Term Rental. Should such unpermitted/unlicensed operation continue after seventy-two (72) hours, or should the Dwelling Unit be operated as a Short-Term Rental without a Short-Term Rental License at any time thereafter, the Owner shall be in violation of this Chapter and be subject to the penalties listed below.

215-44-5Appeals.

Decisions of the Code Enforcement Officer will be provided to the parties and may be appealed by the Owner or by the complaining party, by filing a written appeal within thirty (30) days of receipt of the decision, to the City Zoning Board of Appeals. The Zoning Board of Appeals shall conduct a de novo review of the decision.

215-44-6Penalty.

For the purposes of City Code § 215-44, each day a violation exists shall constitute a separate violation.

A. Any violation of either this article or chapter, as the case may be, shall be punishable as provided in § 1-17 of Chapter 1, General Provisions, of this Code.

B. Notwithstanding the foregoing and in addition thereto, the City may bring an action for a mandatory injunction to compel compliance with the provisions of this chapter.

215-44-7EffectiveDate.

This Ordinance, amending the Geneva City Code shall take effect 150 days after adoption by the City Council.

All other sections of Chapter 215-44 not referenced or amended as set forth above remain unchanged.

Chapter 350-7.18, entitled “Short Term Rentals”, shall be amended as follows:

§ 350-7.18 SHORT-TERM RENTALS

A. Findings. The purpose of this Chapter is to regulate the Short-Term Rental of dwelling units within the City of Geneva, NY and to establish comprehensive registration and licensing regulations to safeguard the public health, safety and welfare by regulating and controlling the use, occupancy, oversight and maintenance of Short-Term Rental properties. The City also recognizes that extensive Short-Term Term Rentals have the potential to compromise the residential character of the community, drive up prices of limited low-cost housing supply, and may cause disruption to the peace, quiet and enjoyment of neighboring residents. Accordingly, in order to respect the rights and interests of all residents of the City, this Chapter seeks to thoroughly monitor and regulate those who offer their homes as Short-Term Rental properties in order to minimize any potential detrimental impact this commercial enterprise may have upon the residential character of Geneva’s neighborhoods.

B. Definitions.

1. Short-Term Rental: As used in this chapter, the term "Short-Term Rental" shall mean a dwelling that is rented, in whole or in part, to any person or entity for a period of less than 30 consecutive nights and meets all of the regulations, requirements and standards contained in this Chapter, as amended. Short-Term Rentals do not include Boarding Houses or Bed and Breakfast Inns.

2. Rental: As used in this chapter, the term "Rental" shall mean an agreement granting use or possession of a dwelling in whole or in part, to a person, group or entity in exchange for consideration. Use of a short-term rental by a record owner of a property shall not be considered to be a rental under this section.

C. Presumption of dwelling unit as short-term rental property

1. The following shall create a presumption that all or a part of a dwelling unit is being used as a short-term rental:

    a) All or a part of the property is offered for lease on a short-term rental website, including but not limited to Airbnb, Home Away and VRBO, for a rental period of 30 consecutive nights or less; and/or

    b) All or a part of the property is offered for lease for a period of 30 days or less through any form of advertising.

2. The foregoing presumptions may be rebutted by evidence presented to the City of Geneva Code Enforcement Office that the premises is not operated as a short-term rental.

D. General Requirements.

1. Any conditions imposed by the City Code Enforcement Office or the City Planning Board through Site Plan Review.

2. The property must have sufficient off-street parking spaces as required by Chapter 350-8.4 of the City Code.

3. Tenants and guests shall only park on a suitably improved parking area and shall not park in the required front yard setback.

4. The maximum number of bedrooms that can be rented is limited to 4.

5. The maximum occupancy for each Short-Term Rental shall be the lesser of 10 people or the number of people allowed by bedroom capacity as determined by the international building code section PM 404.4.1.

6. Regardless of all other occupancy limitations, maximum occupancy may not exceed 10 people and occupancy limitations are in effect 24 hours a day.

7. Advertisements for the Short-Term Rentals in the City of Geneva must conform to what is allowed under this section, the Short-Term Rental License issued in accordance with Chapter 215-44 of the City Code, and contain a statement advising potential occupants that Short-Term Rentals are subject to Section 215-44 of the Geneva City Code.

§ 350-3.4

8. Short-Term Rentals are not permitted in dwelling units that are subject to affordable housing covenants or are income-restricted under Federal, State or Local law.

E. Short-Term Rental License Required. The Operator of a Short-Term Rental unit must acquire and maintain in good standing a revocable Short- Term Rental License as described in Chapter 215-44 of the City of Geneva Code.

1. Where the district regulations of this Chapter require site plan review, issuance of such approval shall be required prior to issuance of a revocable Short-Term Rental License under Chapter 215-44.

All other sections of Chapter 350-7.18 not referenced or amended as set forth above remain unchanged.

Chapter 350-3.4, entitled "Use Lists", shall be amended as follows:

USE LISTS

Uses are allowed in residential districts in accordance with the following table.

A. Uses identified with a "P" are permitted as-of-right, subject to compliance with all other applicable standards of this zoning law.

B. Uses identified with a "SP" may be allowed with the issuance of a special use permit (see Article 14 for review and application procedures).

C. Uses identified with a "-" are expressly prohibited.

D. Uses otherwise not identified in this Section may be permitted by right or with the issuance of a special use permit if the CEO deems such use to be similar in nature, activity, intensity and/or extent to a use that is already listed.

LAND USE	LDR	MDR	LLR	MR	ADDITIONAL REGULATIONS
Residential					
Single- or Two-Family Dwelling	P	P	P	P	-
Multi-Family Dwelling, By Conversion	-	SP	-	SP	§350-7.14
Multi-Family Dwelling, Up to 6 Units	-	P	-	P	§350-7.14
Multi-Family Dwelling, 7 to 12 Units	-	-	-	P	§350-7.14
Multi-Family Dwelling, Over 12 Units	-	-	-	SP	§350-7.14
Fraternity or Sorority House	-	SP	SP	SP	-
Bed and Breakfast	SP	SP	SP	SP	§350-7.7
Short-Term Rental	P	P	P	P	§350-7.18
Home Occupation (including Day Care)	P	P	P	P	§350-7.12
Hospice, Nursing Home, or Assisted Living	-	SP	-	SP	-
Commercial					
Day Care Center, Child or Adult	-	-	-	SP	§350-7.8
Dance, Art, Music, or Photo Studio	SP 1	SP 1	-	-	-
Office, Administrative or Professional	-	SP	-	SP	-

Other					
Agricultural Operation	-	-	P	-	-
Community or Service Club	-	SP	-	SP	-
Cultural Facility, such as Museum	-	-	P	-	-
Municipal Structure or Use	-	SP	-	SP	-
Place of Worship	P	P	P	P	-
Public Park or Playground	P	P	P	P	-
School, Public or Private	P	P	P	P	-
Telecommunications Facility	-	-	-	-	-
Accessory					
Accessory Use or Structure	P	P	P	P	§350-7.4
Accessory Dwelling Unit	SP	SP	SP	SP	§350-7.3
Keeping of Animals	SP	SP	SP	-	§350-7.13

All other sections of Chapter 350-3.4 not referenced or amended as set forth above remain unchanged.

Chapter 350-4.4, entitled “Use Lists”, shall be amended as follows:

§ 350-4.4 USE LISTS

Uses are allowed in business districts in accordance with the following table.

A. Uses identified with a “P” are permitted as-of-right, subject to compliance with all other applicable standards of this zoning law.

B. Uses identified with a “SP” may be allowed with the issuance of a special use permit (see Article 14 for review and application procedures).

C. Uses identified with a “-“ are expressly prohibited.

D. Uses otherwise not identified in this Section may be permitted by right or with the issuance of a special use permit if the CEO deems such use to be similar in nature, activity, intensity and/or extent to a use that is already listed.

E. In the GB District it may be permissible to locate more than one primary structure or use on a lot, provided the location and arrangement of such uses is approved as part of development plan review.

LAND USE	GB	NB	CB, CB-5	ADDITIONAL REGULATIONS
RESIDENTIAL				
Single- or Two-Family Dwelling	-	P	-	-
Multi-Family Dwelling, Up to 6 Units	P	P	P	§350-7.14
Multi-Family Dwelling, 7 to 12 Units	P	SP	P	§350-7.14
Multi-Family Dwelling, Over 12 Units	SP	-	SP	§350-7.14
Bed and Breakfast	P	SP	P	§350-7.7
Short-Term Rental	P	P	P	§350-7.18
Home Occupation	P	P	P	§350-7.12
Upper-Floor Dwelling Units or Lofts	P	P	P	-
COMMERCIAL				
Animal Grooming Shop	P	P[1]	P	§350-7.6
Dance, Art, Music, or Photo Studio	P	P[1]	P	-
Day Care Center, Child or Adult	P	P	P	§350-7.8
Financial Institution	P	P[1]	P	-
Funeral Home or Parlor	SP	SP	-	-
Gasoline Service Station	SP	-	-	§350-7.11
Gym or Fitness Club	P	P[1]	P	-
Hotel or Inn	P	-	P	-
Laundromat or Dry Cleaner	P	P[1]	P	-
Office, Administrative or Professional	P	P	P	-
Office or Clinic, Medical	P	SP	P	-
Personal Service Shop or Spa	P	P[1]	P	-
	P	SP	P	-

Recreation or Entertainment Facility, Indoor	P	P [1]	P	-
Repair or Service of Personal Items	P	SP	P	§350-7.17
Restaurant or Tavern	P	SP	P	-
Retail Store	SP	-	-	§350-7.23
Vehicle Sales, Service, or Repair Shop	P	SP	SP	§350-7.6
Veterinary Clinic	P	-	P	§350-7.22
OTHER				
Municipal Structure or Use	P	P	P	-
Museum or Library	P	P	P	-
Community or Service Club	P	P	P	-
Place of Worship	P	P	P	-
Public Park or Playground	P	P	P	-
School, Public or Private	SP	SP	SP	-
Telecommunications Equipment	SP	SP	SP	§350-7.20
Mix of Uses in a Single Structure or Lot	Refer to Each Use			
Permitted Uses Over 2,000 Square Feet	N/A	SP	N/A	-
ACCESSORY				
Accessory Use or Structure	P	P	P	§350-7.4
Accessory Dwelling Unit	-	SP	-	§350-7.3
Drive-Through Facility	P	-	SP	§350-7.9
Outdoor Assembly or Seating Area	P	SP	P	§350-7.15
Outdoor Sales, Display, or Storage Area	P	P	P	§350-7.15
Temporary Storage Unit	P	P	P	§350-7.21

NOTE: (1) Provided the use occupies a gross floor area of no more than 2,000 square feet.

All other sections of Chapter 350-4.4 not referenced or amended as set forth above remain unchanged.

Chapter 350-8.4, entitled "Minimum Off Street Parking Requirement", shall be amended as follows:

§ 350-8.4 OFF-STREET PARKING MINIMUMS

A. Determination of Requirements.

1. The requirement for a single use (e.g. a retail store) shall be determined directly from this section, unless otherwise noted within this Chapter.

2. The requirements for a combination of uses made up of multiple permitted or specially permitted uses (e.g. a retail store with an office building) shall be determined by establishing the requirement for each single use and adding them together, unless otherwise provided for in this Article.

3. Any use requiring ½ or more of a parking space shall be deemed to require the full space.

4. If the use is not specifically listed in the schedule of such requirements, the requirement shall be the same as for the most similar listed use as determined by the CEO.

5. The maximum number of parking spaces allowable for any use is not to exceed 125% of the minimum requirement, unless otherwise approved as part of development plan review.

6. The minimum parking requirement may be reduced as part of development plan review if the applicant can make permanent arrangements for shared parking with other uses or can otherwise prove that the parking standards are excessive for the particular use proposed.

7. The minimum parking requirement may be increased as part of development plan review if it is deemed necessary to protect the health, safety, and general welfare of the public.

B. Central Business District. In the CB and CB-5 Districts off-street parking spaces shall be provided in accordance with the following table.

LAND USE	MINIMUM SPACES (CB & CB-5 Districts)
Residential	**1 per dwelling unit**
Lodging	**1 per room**
Other	**3 per 1,000 square feet of gross floor area**

C. CB District Exemptions. No existing building within the CB and CB-5 Districts shall be required to provide additional off-street parking except when the building footprint is expanded. In such case, the required amount of additional off- street parking required shall be based on the additional building area.

D. All Other Districts. Off-street parking spaces shall be provided in all zoning districts, except the CB and CB-5 Districts, in accordance with the following table.

LANDUSE	MINIMUMSPACES
RESIDENTIAL	
Dwelling	**1 per dwelling unit**
Bed & Breakfast	**1 per room**
Nursing Home or Adult Care Facility	**0.50 per room + 0.50 per employee** [1]
Short-Term Rental	**1 per dwelling unit**
BUSINESS & COMMERCIAL	
Brewery or Distillery	**3 per 1,000 square feet** [2]
Dance, Art, Music, or Photo Studio	**2 per 1,000 square feet** [2]
Funeral Home or Mortuary	**3 per 1,000 square feet** [2]
Gasoline Service Station or Car Wash	**2 per 1,000 square feet** [2]
Gym or Health Club	**3 per 1,000 square feet** [2]
Lodging	**1 per guest room + 0.50 per employee** [1]
Office, Administrative or Professional	**2 per 1,000 square feet** [2]
	3 per 1,000 square feet [2]
Office or Clinic, Medical	**2 per 1,000 square feet** [2]
Personal Service Shop	**2 per 1,000 square feet** [2]
Recreation Facility, Indoor or Outdoor Restaurant,	**4 per 1,000 square feet** [2]
Bar, or Tavern	**3 per 1,000 square feet** [2]
Retail Store	**2 per employee** [1]
Vehicle Sales [3]	**2 per 1,000 square feet** [2]

industrial		
Other	All Uses	1 per employee
	Hospital	**1 per bed + 1 per employee [1]**
	Licensed Daycare Facility Place	**1 per employee [1]**
	of Public Assembly Place of	**2 per 1,000 square feet [2]**
	Worship	**1 per 3.5 seats**
	School, Public or Private	**2 per classroom + 1 per employee [1]**
	School, Occupational or Skill Training	**1 per 3 students + 1 per employee [1]**

NOTES: (1) "Per employee" requirements shall be based on the maximum shift.
(2) As measured by the gross floor area of the primary structure of the proposed use.
(3) Minimum parking requirement does not include the spaces devoted to storage of vehicles to be sold.

All other sections of Chapter 350-8.4 not referenced or amended as set forth above remain unchanged.

Director of Planning and Economic Development West shared that there have been no changes since the first reading. Councilor Pealer thanked Director West for previous changes made to the ordinance. Councilor Grimaldi wondered when the governor would be signing the New York State Short Term Rental law. It's unknown at this time when she will sign. Councilor Pealer noted that the City can align with the State down the road. Attorney Robert Marks advised that the State law impacts registry and taxes, noting that passing a law before the State does allows the City to use the registry it chooses. Director West further explained that if no local regulations are in place, the City can't ever create a local registry, however if the City does pass a law now, it has the flexibility to use the State registry later, if it chooses to move away from the local registry. Councilor Petropoulos shared that he discussed the topic with Assemblyman Gallahan who explained that if the City doesn't adopt, it will be defaulted to the State.

ACTION TAKEN by Clr. Pealer; seconded by Clr. Petropoulos
MOVED THAT this ordinance be approved for a second reading
ROLL CALL VOTE: Aye – Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, Clr. Moracco, Mayor Valentino
Nay – Clr. Lavin, Clr. Whitfield
MOTION CARRIED

11. RESOLUTION – SHORT TERM RENTAL ORDINANCE

Director of Planning and Economic Development West presented the following resolution:

WHEREAS, a resolution was duly adopted by the City Council of the City of Geneva on the 1st day of May, 2024, calling for a Public Hearing to be held by the City of Geneva on the 5th day of June, 2024, at the City of Geneva City Hall, 47 Castle Street, Geneva, New York, at 7:00 P.M., to hear all interested parties on a proposed ordinance to amend the City of Geneva City Code regarding short term rental regulations.
WHEREAS, notice of said Public Hearing was duly advertised in accordance with law; and
WHEREAS, said Public Hearing was duly held at the City Hall on the 5th day of June, 2024, at 7:00 P.M., and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed ordinance, or any parts thereof; and

WHEREAS, said proposed ordinance was referred to Ontario County Planning Board pursuant to N.Y. General Municipal Law 239-m, which Board recommended approval and returned the referral with the following comments: “Members of the public may have difficulty reviewing proposed changes because updated zoning and short term rental codes adopted earlier this year are not available on the city website,” and “A number of editorial comments have been submitted directly to the applicant”; and
WHEREAS, the City Council, by separate resolution, declared itself lead agency for purposes of SEQR and made a negative declaration with respect to the proposed ordinance; and
WHEREAS, City Council, after due deliberation, finds it in the best interest of the City to adopt said ordinance; and
NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby adopts said Ordinance No. 1-2024, to amend the City Code of the City of Geneva regarding short term rental regulations, as set forth in the attached Ordinance, which is incorporated herein and made a part hereof; and

BE IT FURTHER RESOLVED, that the City Clerk be and hereby is directed to enter said Ordinance into the minutes of this meeting and to keep a copy of the Ordinance on file at City Hall.

Councilor Lavin voiced his opposition, and wish to limit short term rentals to South Main Street and downtown, noting that Council is instead turning over our neighborhoods and injuring the City.

ACTION TAKEN by Clr. Pealer; seconded by Clr. Petropoulos
MOVED THAT this resolution be approved
ROLL CALL VOTE: Aye – Clr. Pealer, Clr. Grimaldi, Clr. Gillotte, Clr. Petropoulos, Clr. Moracco, Mayor Valentino
Nay – Clr. Lavin, Clr. Whitfield
MOTION CARRIED

12. RESOLUTION – STANDARD WORK DAYS FOR ELECTED OFFICIALS

City Clerk Tillotson presented the following resolution:

WHEREAS, The New York State and Local Employees’ Retirement System, pursuant to NYS Comptroller’s Regulation 315.4, requires that a standard workday be established for retirement credit purposes; and

WHEREAS, This City Council hereby establishes the following as standard work days for elected o fficials; and further

RESOLVED, That this Council will report the following days worked in the New York State Employees’ Retirement System based on the record of activities maintained and submitted by the these officials, who are members of the Retirement System and are not part of an acceptable time keeping system, to the City Clerk:

Title	Standard Work Day	Name First and Last	Registration #	Tier 1 (check only if member is in tier 1)	Current Term Begins/Ends	Record of Activities Result	Not Submitted (check only if official did not submit their Record of Activities)

Elected:							
City Council	6.0	James Petropoulos			1/1/24 – 12/31/27	28.5	

and further

RESOLVED, That a certified copy of this resolution be transmitted by the City Clerk to the New York State Comptroller.

Councilor Petropoulos shared that he joined the New York State and Local Retirement System in 2011, and as an elected official who is a member of the retirement system he is logging his activities, and reviewed with the City Clerk what activities are recordable, noting further that his recording is conservative.

ACTION TAKEN by Clr. Lavin; seconded by Clr. Gillotte
MOVED THAT this resolution be approved
MOTION CARRIED UNANIMOUSLY (8-1 absent)

13. RESOLUTION – AUTHORIZING ISSUANCE OF UP TO $14,420,000 IN SERIAL BONDS OF THE CITY TO FINANCE THE CONSTRUCTION OR RECONSTRUCTION OF OR ADDITION TO THE CITY'S DRINKING WATER PLANT

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Comptroller Newcomb presented the following resolution:

WHEREAS, the City Council of the City of Geneva (the "**City Council**") has determined to undertake the construction or reconstruction of or addition to the City's drinking water treatment plant ("**WTP**") to, among other things, allow such WTP to treat water for algal and emerging contaminants, as further described herein and to appropriate funds for such specific object or purpose and to make certain determinations in connection with such specific object or purpose; and

WHEREAS, as a pre-condition to the adoption of this resolution, by resolution dated April 3, 2024 (the "**SEQR Resolution**"), the City Council determined that the foregoing specific object or purpose constitutes a Type 2 action under the provisions of the State Environmental Quality Review Act (collectively, "**SEQRA**") and that such specific object or purpose will not result in adverse impacts upon the environment, and therefore no further action need be taken by the City Council under SEQRA as a pre-condition to the adoption of this resolution; and

WHEREAS, all other conditions precedent to the financing of each of the specific object or purpose hereinafter described, have been performed and no other action need be taken by the City Council as a pre-condition to the adoption of this resolution; and

WHEREAS, the City Council now wishes to appropriate funds for the foregoing specific object and purpose and to authorize the issuance of the City's bonds and bond anticipation notes to be issued to finance said appropriation.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GENEVA, ONTARIO COUNTY, NEW YORK HEREBY RESOLVES (by the affirmative vote of not less than two-thirds of all the members of such body), AS FOLLOWS:

SECTION 1. The acquisition, construction, or reconstruction of, or additions to the WTP, including the construction of a new one-story building, the acquisition of four granular activated carbon vessels, a new 30,000 gallon pump well with three vertical turbine pumps, and incidental improvements and expenses related thereto and in connection therewith (collectively, the "**Project**"), is and are hereby authorized at a maximum estimated cost not to exceed $14,250,000.

SECTION 2. It is hereby determined that the plan of finance of the specific object or purpose described in paragraph 1 of these resolutions is as follows: (i) the issuance of serial bonds of the City or bond anticipation notes issued in anticipation of such serial bonds, in a principal amount not to exceed $14,250,000, and (ii) the levy and collection of taxes on real property located within the City to pay the principal of said bonds and interest thereon as the as same becomes due and payable, but if the levy and collection of taxes on all real property in the City is insufficient to pay the principal of said bonds and the interest thereon, then the levy and collection of taxes on all real property located within the City shall be used to pay the principal of said bonds and interest thereon as the as same becomes due and payable; except that, to the extent that the City receives grants or other funding from any source to fund such specific objects or purpose, the amount of said serial bonds shall be reduced dollar for dollar by the amount of such grants or other funding. It is hereby determined that the period of probable usefulness for the aforementioned specific of object or purpose is forty (40) years pursuant to subdivision 1. of Section 11.00(a) of the Local Finance Law.

SECTION 3. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller (the "**City Comptroller**"), as chief fiscal officer of the City. Such notes will be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by the City Comptroller, consistent with the provisions of the Local Finance law.

SECTION 4. Except as otherwise provided herein, all other matters relating to such bonds, including the determination of whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, will be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller may determine.

SECTION 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, ability to sell to the New York State Environmental Facilities Corporation, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the City Comptroller. Such bonds will contain substantially the recital of validity clause provided for in Section 52.00 of the Local

Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the City Comptroller shall determine consistent with the provisions of the Local Finance Law. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project finance agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 2 hereof, or a portion thereof, by a bond, and/or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

SECTION 6. The bonds, or bon anticipation notes issued in advance thereof, authorized hereby will be in fully registered form and be signed in the name of the City of Geneva, Ontario County, New York, by the manual or facsimile signature of the City Comptroller, and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

SECTION 7. The faith and credit of said City of Geneva, Ontario County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in this resolution.

SECTION 9. The City Comptroller is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchaser of the bonds or notes in compliance with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

SECTION 11. This resolution shall take effect immediately and the City Clerk is hereby authorized and directed to publish the foregoing resolution, or a summary thereof, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the City (a) for such publication, and (b) for the publication of the notice of sale in connection with any bonds or other obligations issued pursuant to this resolution.

Comptroller Newcomb noted that the City owned and operated water treatment plant provides potable water for 14,500 residents in the City and Town of Geneva. The water treatment plant provides clean, safe drinking water, but currently has no treatment process for algae toxins or emerging contaminates. With increased awareness of emerging contaminates over the past several years the City is moving to proactively add a new treatment process to remove the algae toxins and emerging contaminates. Seneca Lake has experienced harmful algal blooms in recent years, and traces of PFOA's and PFOS have been observed and documented in the lake. The City is looking to increase operator safety and reduce operating costs by replacing the current chlorine gas disinfection process. Comptroller Newcomb also clarified that this bond resolution will only be utilized if the City is awarded the WIIA grant, who's application has already been submitted, as it was approved at last month's meeting. City Manger Hendrix added that the State needs to see the City's financial commitment alongside the grant application. Councilor Pealer lamented New York State requiring municipalities to incur debt in order to receive grant funding. Comptroller Newcomb explained that if the grant is awarded the City will explore some other funding options as well to minimize incurring debt. Councilor Lavin asked if this commits the City to share any more water with surrounding municipalities. Comptroller Newcomb assured him that it does not. City Manager Hendrix explained that applying for the WIIA grant is in anticipation of additional standards for water treatment that will be coming in the near future. The improvements to the Water Treatment Plant will be less expensive now, as prices are expected to increase once the additional treatment is required, and these improvements add another layer of protection to our already safe, good water. Councilor Petropoulos wondered if PFOS are coming from the Army Depot, and would they be required to pay for any improvements to water treatment. City Manager Hendrix advised that some funding will eventually come from a class action lawsuit. Director West also added that this resolution authorizes the largest amount of funding the City would possibly need for the improvements, and noted that staff will pursue other funding if the grant is awarded, the City will spend as little local dollars as possible for these improvements. Mayro Valentino wondered if the debt for water and sewer improvements is shared. Comptroller Newcomb advised that the cost is split 50/50. Clarification was requested for the difference between a band and a bond. Comptroller Newcomb explained that a band is a bond anticipation note, providing cash flow to start a project. Once the money is spent, you move on to the bond.

ACTION TAKEN by Clr. Gillotte; seconded by Mayor Valentino
MOVED THAT this resolution be approved
ROLL CALL VOTE: Aye – Clr. Lavin, Clr. Gillotte, Clr. Petropoulos, Clr. Moracco, Clr. Whitfield, Mayor Valentino
Nay – Clr. Pealer, Clr. Grimaldi
MOTION CARRIED

14. RESOLUTION – APPROVAL OF AMENDMENT TO THE MUNICIPAL COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COOPERATIVE AGREEMENT FOR THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

City Manager Hendrix presented the following resolution:

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	1/1/2024
Town of Brutus	1/1/2024
Town of Locke	1/1/2024
Town of West Monroe	1/1/2024
Village of Fair Haven	1/1/2024

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 (5th) anniversary of the Effective Date and on the fifth (5th) anniversary date thereafter (each a “Review Date”) to the extent deemed required by Article 5-G of the New York General Municipal Law (the "General Municipal 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.

City Manager Hendrix advised that the New York State Department of Financial Services now requires an annual Municipal Cooperative Agreement for any substantial changes.

ACTION TAKEN by Clr. Gillotte; seconded by Clr. Lavin
MOVED THAT this resolution be approved
MOTION CARRIED UNANIMOUSLY (8-1 absent)

15. RESOLUTION – ELIMINATING THE POSITION OF COMMUNITY ENGAGEMENT COORDINATOR

Councilor Petropoulos presented the following resolution:

WHEREAS, The City of Geneva does not have the resources to support the position of Community Engagement Coordinator and that any duties and responsibilities set forth in the posted job description are not necessary at this time and,
WHEREAS, Community feedback can be obtained through Council Town Hall meetings/other means and does not require a full-time City Employee, and
WHEREAS, There is no evidence that the creation of such a position will further the goals of the Department of Economic Development, and
WHEREAS, The money saved through the elimination of this position would be better spent on another more urgently needed position or used more effectively elsewhere, now
BE IT THEREFORE RESOLVED THAT, Effective immediately the position of Community Engagement Coordinator is eliminated and that all applicants to that position should be informed in a timely manner

Councilor Petropoulos began discussion by sharing that constituents know who he is and that he engages, noting that their concerns are related to their streets flooding. He recalled when there were neighborhood initiatives for a time, with meetings, and that it all fell apart, followed by regular email communication that fell apart, then along came covid and a divided community. He believes in rebuilding the community, but not in this way at this time, as the City doesn’t have the resources. Councilor Petropoulos believes that City Council should be out there getting community feedback, and advised that there will be town halls, hopefully a three way town hall, and if people show up they’ll tell us what they want, additionally noting that people can email Council. He believes the money saved can go towards a targeted grant or something more urgent. Councilor Petropoulos also shared that once the community has healed from covid and becomes a little more prosperous this position can be reconsidered. Councilor Petropoulos also noted that he doesn’t want to see the ball dropped again, and would like to come together with Council and staff and come up with a better way. City Manager Hendrix reviewed the seven page document she shared with Council related to this position. She shared that the Community Engagement Coordinator position is budgeted for the second half of 2024, the job was posted on June 24th and the application deadline is July 15. There are three approved applications and five more waiting county approval. City Manager Hendrix went on to explain that this position was crafted around community members wanting to know more about what is being accomplished by City staff, requests for more or better communication and information on projects, as well as engagement opportunities to influence what is going on with the City. She shared history on similar positions in the City over the years including a communications position, explaining how this role has benefited residents and staff in the past and highlighting the need for engagement. She further explained staff changes within the City Manager's Office and Human Resources, with a full FTE Special Projects Coordinator role no longer existing, and where that work falls now, with staff who are taking on extra work to accomplish communications and engagement tasks. City Manager Hendrix further explained some anticipated cutbacks in communication and engagement efforts, as the staff working on these tasks currently are needed to focus on their respective Human Resources and Special Events Coordinator roles. Councilor Lavin complimented Councilor Petropoulos on his efforts, and mentioned that Council still needs to give direction to the City Manager, whom he doesn't want to micromanage, leaving jobs at her discretion. Councilor Lavin shared that he believes the resolution should have included a hiring freeze until the levy is down 10%. Councilor Gillotte would like to review this position for the 2025 budget, with a focus added for marketing. He feels that it's councilor's jobs to communicate with residents in their wards. He also hears from residents' concerns about public works and improvements in their neighborhoods. Councilor Pealer asked for background on the Communications Coordinator position, noting that the position was filled for less than one year, and shared with BID. Human Resources Director Slywka shared more background on the role and how it has been filled, or responsibilities delegated over the years, noting that it has been hodgepodged, and the Community Engagement Coordinator role would put many pieces together into one cohesive unit. Councilor Pealer went on to comment on the website, noting that the product chosen was supposed to be simple to use, and was one of the most expensive options. He questioned why training isn't happening, and would like to target funds from this position at projects that are goal based. Councilor Petropoulos added that he'd be fine with rethinking work with staff to simplify their duties. City Manager Hendrix advised that workloads of staff covering the tasks earmarked to be transferred to the Community Engagement Coordinator would be reduced if the position is eliminated. Councilor Gillotte stated that he sees and encourages open communication in the wards, and believes that this position can be expedited to be reviewed in the next budget season. Councilor Whitfield shared that he disagrees with eliminating the Community Engagement Coordinator position, stating that there's more to it than tree branches falling and water in basements. He sees the role as one to bridge a gap that exists partially because Councilors aren't as engaged as they should be. This position will offer more than minute communication in emails. Mayor Valentino thanked staff that have availed themselves to take on these extra activities, and hopes that we're not going to change what we're currently doing. City Manager Hendrix explained that there will be changes to what we will be doing, and staff are now backfilling for the communications position and the HR position, there simply isn't enough staff to do everything. Currently staff are going above and beyond working out of title to make this work happen. Mayor Valentino acknowledged that the Office of Neighborhood Initiatives has done great work and taken a big hit. He wants to digest where we are now, before adding positions. Councilor Petropoulos addressed Councilor Whitfield's comments regarding residents not wanting to reach out to Council, and would rather go through staff. He wonders why not, Council is here and available, and has pledged themselves to public service, noting that if people don't like Councilors they can still contact them.

ACTION TAKEN by Clr. Pealer; seconded by Clr. Petropoulos
MOVED THAT this resolution be approved
ROLL CALL VOTE: Aye – Clr. Pealer, Clr. Gillotte, Clr. Petropoulos, Clr. Moracco, Mayor Valentino
Nay – Clr. Lavin, Clr. Grimaldi, Clr. Whitfield
MOTION CARRIED

16. BOARD AND COMMISSION APPOINTMENTS

Mayor Valentino appointed Councilor Whitfield as Liasson to the Geneva Green Committee

It was recommended that Michele Neary be removed from the Police Budget Advisory Board due to attendance. Mayor Valentino advised that a Public Hearing would be required to accomplish a Board removal.

17. MAYOR AND COUNCIL REPORTS

Mayor Valentino thanked the Fire Department for the wonderful parade on July 6, and thanked the Police Department for their response to a situation at the Garden Apartments. Mayor Valentino then asked the two at large councilors and Councilor Petropoulos if they've heard about Union and Howard Street issues. He asks them to spend some time on the streets. Councilor Whitfield said he had heard, and over the weekend took it into his own hands to get involved in some issues that are occurring. He stated that he approached and spoke to some individuals causing issues. Mayor Valentino thanked Councilor Whitfield for his attention to the situation, and shared that he'd also been there himself with police. He also noted that some issues are code related, as some landlords are in code violation. He appreciates the Police Department, Code and Councilors attention to these issues. Councilor Petropoulos noted that he's aware of the area, but it's not in his ward, and if there's something he can do to help he will.

Councilor Pealer shared that the Planning Board did not meet, so he has no report to share. He thanked everyone involved in the fireworks over the Fourth of July weekend.

Councilor Grimaldi shared that the Housing Authority has a new chairman and they are plugging along.

Councilor Gillotte shared that the Police Budget Advisory Board met on July 1st, and had a tour of the Public Safety Building and firing range, and now have background on the whys of some of the Chief's budget requests. They also gained an understanding of the daily operations of GPD and the resources they need to function properly. The Board fully supports the needs requested by Chief Eveland and look forward to continuing to support the Police Department, including the addition of mental health personnel. In relation to the BID, Paddle Fest was postponed due to bad weather, and will be rescheduled for the end of summer. Cruzin' night is Friday, July 26 from 5-10. BID is looking for volunteers for the event, those interested can sign up on their website, and so can interested retail vendors. There will be a BID sponsored movie at the Smith on July 20. The Glorious Garlic Festival will be held on August 3rd and 4th, downtown where restaurants will be featuring special garlic themed dishes.

Councilor Petropoulos shared that the parade was a success, but unfortunately Summer Fest was ill attended, and way too hot. He spoke to Recreation staff on duty, and believes there should have been more fans to circulate the air and further hopes that next year they will turn on the AC or big fans or find another way to get the air circulating. At the LDC meeting a young architect student shared some brilliant designs. Councilor will be meeting with smaller supermarkets and food co-ops for downtown. The arcade idea is also circulating, Councilor Petropoulos shared that he's identified someone interested in opening an arcade, noting that it will take time. He thanks City Manager for the pilot program for the hydrant cap. He'd also like the LDC to paint the designated hydrant. Logistics were discussed. City Manager Hendrix shared that the Fire Department and DPW are working together on the program, looking to identify a hydrant, and looking into what it may do to the water system. She also shared that Council Special Projects will have a line in the 2025 budget.

Councilor Whitfield shared that he stands in agreement with those advocating to retain the Community Engagement Coordinator. He went on to explain that this role is pivotal in fostering transparency, inclusivity and trust between council and residents. Eliminating the position may hinder Council's ability to effectively engage with all segments of the community. Additionally, Councilor Whitfield shared that there has been recent discrimination of potential business owners and employees that deserve thorough investigation. In response to Councilor Petropoulos, Councilor Whitfield explained that residents are hesitant to communicate with Councilors in Wards 5 and 6 because often times nothing is done about issues brought to Councilors. Councilor Whitfield also explained that he became involved in the Union and Howard Streets because not enough has been done to shut the criminal activities down. Recreation updates include that the Summer Rec Program is in full swing, and scholarships are available for full and half day programs.

18. ADJOURNMENT

ACTION TAKEN by Clr. Gillotte; seconded by Clr. Petropoulos
MOVED THAT the meeting be adjourned at 6:12pm
MOTION CARRIED UNANIMOUSLY

Nicole Tillotson
City Clerk

THE GENEVA CITY COUNCIL

JOURNAL OF PROCEEDINGS

SPECIAL COUNCIL MEETING

JULY 18, 2024 – 5:15 PM

City Hall – Second Floor Conference Room
47 Castle Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

Watch the livestream on the City of Geneva's YouTube Channel:
https://www.youtube.com/cityofgenevany

1. ROLL CALL

Present: Clr. Lavin, Clr. Grimaldi, Clr. Petropoulos, Clr. Moracco

Absent: Clr. Brennan, Clr. Pealer, Clr. Gillotte, Clr. Whitfield

2. EXECUTIVE SESSION

ACTION TAKEN by Clr. Petropoulos; seconded by Clr. Grimaldi

MOVED THAT council move to executive session at 5:19pm to discuss proposed, pending, or current litigation, and discussion regarding the medical, financial, credit, or Employment History of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

MOTION CARRIED UNANIMOUSLY (5-4 absent)

ACTION TAKEN by Clr. Lavin; seconded by Clr. Petropoulos

MOVED THAT council exit executive session at 7:04pm

MOTION CARRIED UNANIMOUSLY

3. PROCLOMATION- Princess White's 90th Birthday

4. DISCUSSION – Strategic Plan

Mayor Valentino opened the discussion recalling the Council Retreat where general guidance was provided, with the next step being to drill down for goal systems and a level of accountability for staff.

City Manager Hendrix noted that the Strategic Plan was prepared by a facilitator, and that Council is looking to give more support behind proposed actions, keeping in mind Time, Resources, and Money. She reviewed the five areas of focus, noting that number five turned into a "bucket" area.

Councilor Petropoulos lead with Quality of Life concerns, relaying that he's dealt with personal instances where his property was urinated on, as well as theft of services, which has been reported to the police. After visiting some businesses on Castle Street, he reports some of the same concerns plus unwanted noise. He reported that the complaints are all related to younger able-bodied males that should be in the workforce. Councilor Petropoulos advised that the Police Department suggested posting no trespassing and no loitering signs, allowing them to make arrests. It would also be helpful for commercial tenants to pressure code related to some downtown landlords who aren't keeping their properties up. Councilor Petropoulos shared that he'd like to see City Management and Economic Development reduce poverty by 2-10% by the end of year or by a period specified by Council. He suggested that this can be accomplished by better marketing, more job outreach, fighting drug trafficking, and passing quality of life laws to discourage bad behavior. He'd also like to see more tourists coming to downtown businesses, and mentioned some business owners noticing that people loitering are discouraging visits to their downtown businesses. He brainstormed some ideas, and will be meeting with BID later in the month. He'd like to see improvement to signage and the City's image. He additionally stated that people think Geneva is a welfare town and that image needs to be changed immediately. He'd like to see the Beat Cop position unfrozen, and a revitalization of neighborhood initiatives, and get tourists to cross 5 & 20. Councilor Petropoulos also shared some complaints he's received about Section 8 housing above downtown businesses. He further shared that Geneva needs to lose the image of being a giant slum with a pretty lake.

Mayor Valentino clarified for the group that to establish goals, a majority focus needs to be developed on certain ideas.

Councilor Morocco shared that he's not opposed to Section 8, but wondered how tenants who break all the rules and destroy rentals still stay in the program, just move around to different rentals. City Manager Hendrix shared that there are legalities regarding housing, and shared ways the City can influence some decision making linked to Councilor Grimaldi who is a non-voting member of the Geneva Housing Authority Board, and that the City Manager has three appointments to that same board. Discussion followed.

City Manager Hendrix suggested looking at population-based performance measures and city-based performance measures. An example would be reducing poverty, as a population-based performance measure because the City can't do that alone, it takes other stakeholders.

Councilor Petropoulos wondered about 24 Seneca and what's happening with that space, is the agency who wanted 150 parking spots still interested? City Manager Hendrix shared that that buyer is no longer interested and has moved on, and that building is close to being, or may already be sold. Councilor Petropoulos then shared that he met with someone interested in opening an arcade or gaming lounge downtown, and he's looking for locations. Councilor Petropoulos took him to look at several buildings downtown. He then shared that Economic Development needs to concentrate on bringing businesses downtown, because businesses will help the poverty level. Mayor Valentino advised the group that for businesses looking to locate downtown there are resources for them, including meeting with Director of Economic Development and Planning David West, and BID President Catherine Price.

Councilor Gillotte would like to see a focus on fiscal stewardship, and requested information to educate Council ahead of time, and shared concerns about the budget process following what happened with the School District. He'd like to see Castle Street cleaned up in the area of Media's. He'd like to see a better way to address trees in the City, and take care of them before they fall down. City Manger Hendrix shared that there are about 900 trees on the City's tree inventory set to be taken down in the next 12 years. Councilor Gillotte went on to suggest that he'd like to see staff take care of the communication gap without too much stress to existing workloads, and wondered how to incentivize. He also suggests partnering with the school and hospital to attract people to Geneva, and wondered how to get them involved. He also wondered how to help Director West with his position, maybe to map out how to help with the abolished position.

Mayor Valentino would like everyone to consider Tax Rate as staff is working on the budget. He'd like to give some direction to staff. City Manager Hendrix shared that a budget goal will be lower than it has been in the past ten years, in a sustainable fashion. She noted that the budget team is looking at revenue opportunities.

Councilor Lavin said that he believes it's misleading to have a tax rate discussion this year due to the assessment, and that he'd like to talk levy due to Geneva's unique situation, keeping as close to zero as possible for the year. He'd also like to see more shared services opportunities explored. He noted that new doctors' offices are moving to the town, and wondered if they will use water and sewer, and further suggested limiting their access to water and sewer.

Councilor Grimaldi explained the tax levy, which should be created after the budget is done.

City Manager Hendrix explained that the budget begins with mandated costs (health care, retirement, salary). If you want to hold a budget flat, what can you live without?

Councilor Lavin then wondered why we keep a rink or parks and rec when they run a deficit and suggested selling the rink to Hobart. City Manager Hendrix shared that the rink hosts events and the summer rec program and wondered if the rink went private how public access would be preserved. She also explored partnership models and private relationships to support the rink. Mayor Valentino advised that if Council wants to make the rink a goal, that can be done, noting that its' already in process. Councilor Lavin countered wondering if we even need the Economic Development Center, to which Mayor Valentino noted that's an LDC issue. Discussion followed. Councilor Lavin then moved the discussion to home building which he states no body can afford to do in Geneva due to tax rates. Mayor Valentino advised that the reason is tied to the cost of construction, not taxes. Mayor Valentino stressed that he does not want to create a see saw effect on tax rates, rather a sustainable tax rate. More discussion followed related to the tax rates and shared services which moved into town water usage.

Mayor Valentino asked the group how they're going to get to goals for staff. Councilor Lavin proposed a goal of 10% reduction of the tax levy. Councilor Grimaldi explained that you can't do the levy first. You need a budget to work with, and then the levy can be addressed.

City Manager Hendrix explained what the budget book will look like, including requests that didn't make it into the budget, where cuts were made, work plans and how additions to the budget are tied into goals. Councilor Petropoulos said he wants to keep the budget simple, better communication, leave the fluff out, focus on goals, and concentrate on attracting tax payers to the City. City Manager Hendrix explained the budget handoff when it leaves the City Manager and becomes Council's budget. Discussion followed.

Mayor Valentino explained that he sees the city heading in the right direction as it continues to move forward. He'd like to see the focus on where the city is and where it's going, adding that he doesn't want Geneva to be a distressed city with a lake. He proposed focuses on Economic Development and Code Enforcement. Discussion followed.

City Manager Hendrix reviewed Council direction and will keep all five areas, putting more focus on economic development and code enforcement.

Councilor Moracco wondered where money goes that isn't spent on snow removal and salt. City Manager Hendrix explained that less salt is purchased, and overtime still occurs even without the snow removal.

Councilor Lavin circled back to the rink, suggesting the Canandaigua model where the rink is leased for $1 per year and privately run. Mayor Valentino reminded Councilor Lavin that the Canandaigua rink is heavily subsidized.

5. ADJOURNMENT

ACTION TAKEN by Clr. Petropoulos; seconded by Clr. Moracco
MOVED THAT the meeting be adjourned at 8:16pm
MOTION CARRIED UNANIMOUSLY (5-4 Absent)

Nicole Tillotson

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

JULY 23, 2024 – 5:30 PM

City Hall – Second Floor Conference Room
47 Castle Street
Geneva, NY 14456

Presiding – Steve Valentino, Mayor

Watch the livestream on the City of Geneva's YouTube Channel:
https://www.youtube.com/cityofgenevany

1. ROLL CALL

Present: Clr. Lavin, Clr., Grimaldi, Clr. Petropoulos, Clr. Moracco, Clr. Whitfield

Absent: Clr Brennan, Clr. Pealer, Clr. Gillotte

2. DISCUSSION – FLACRA Project

FLACRA CEO Jennifer Carlson began the discussion by thanking City Council for the invitation to discuss FLACRA's 116 Lewis Street clinic, and provided a brief overview of FLACRA's 50 year history. Ms. Carlson noted that FLACRA has been in Geneva for 25 years offering primarily outpatient services via several locations in the Geneva area which has been identified as an area of larger need and service. Ms. Carlson also reviewed FLACRA's Mission, Vision and Broad Pledge model for recovery.

Senior CCBHC Project Manager John L'Hommedieu reviewed FLACRA's pogroms and services, and thanked City Council for hosting the FLACRA group. He explained that FLACRA's growth is directly related to the population needing services. Mr. L'Hommedieu went on to share that substance abuse and mental health issues are a family issue, a generational issue, which as led the agency to expand into mental health services n Penn Yan and Geneva clinics. A community needs assessment shows a need for help with heroin and opiate services, noting that opiates are the number one source of use and abuse seen in the Geneva clinic, and that FLACRA is pivoting to best treatment for people with these use disorders. FLACRA boasts the largest peer program in New York State, with more than 100 different partners for treatment and referrals with the goal of families being successful.

Mayor Valentino wondered if FLACRA works with AA or Clifton Springs Hospital and Clinic mental health services, or law enforcement responding to mental health crisis. Mr. L'Hommedieu shared that FLACRA has a leadership role with Clifton Springs Hospital and Clinic CPEP, who is the primary responder, however noted that CPEP can't get involved if the patient isn't suicidal or homicidal.

Councilor Lavin requested FLACRA's budget. Ms. Carlson shared that FLACRA's budget is $32 million annually, with state and federal funding, with most of the budget being paid out in payroll. She also shared that many staff members are reciprocative, clients become staff in the circle of recovery, discussing how work is healthy for recovery.

Councilor Petropoulos shared that he worked for Veterans Outreach Center for a time and wondered how many of FLACRA's clients are in the workforce. Ms. Carlson explained that 75-80% of outpatient clinic clients are in the workforce. She went on to explain the behavioral health philosophy of care, and that New York State wants ambulatory clinics to run with primary care, substance abuse and mental health care under one roof.

Councilor Whitfield wondered what the overall success rate is versus recidivism in the program. Mr. L'Hommedieu shared that depends on how one defines success, noting that clients can keep coming back as they need to. Ms. Carlson further explained that treatment in a recovery model views relapse as a recurrence of disease, taking morality and stigma out of addiction, treating it as a disease. COO Ruth Donk shared that FLACRA has 25 prescribers on staff and over 100 therapists. Ms. Carlson shared that healthcare is moving into all in one clinical settings, like the clinic at 116 Lewis Street, using a total wellness and integrated care model.

Councilor Petropoulos wondered what the agency does with clients who don't succeed. Ms. Carlson advised that these clients are recommended a higher level of care, including residential treatment. She noted that substance abuse beds are available, while mental health inpatient beds are tough to find. Councilor Petropoulos raised concerns about able bodied people causing trouble, that he wants to see a line in the sand and consequences, and that he came prepared with 20 questions related to a methadone clinic. He began by asking what the plan is, raising concerns about patients and wondering if they would be inside a fenced off compound. Ms. Carlson assured Councilor Petropoulos that clients are brought in and out of the clinic. Councilor Whitfield then wondered if the programs set up currently are working. Ms. Carlson stated that they absolutely are, shared examples of connections made, and that FLACRA has served over a million people in the region. She went on to explain their Good Neighbor Policy, advising that if there is a problem, FLACRA wants to be made aware of it, and that there have been zero issues with the Castle Street clinic. Councilor Petropoulos countered that there are problems on Castle Street, and that he wants to be able to give out a business card for outreach, and that he is rooting for those who want help. Ms. Carlson asked for clarification on the problems Councilor Petropoulos referred to, wondering if the concern was for people loitering and hanging out. Councilor Petropoulos stated that is part of the problem, and that he wants to see outreach and their plan, making references to a New York City plan he doesn't believe works. Ms. Carlson asked for further clarification on what "trouble" means, Councilor Petropoulos shared that urinating in yards and disruptive behavior is some of the trouble he's been made aware of. Ms. Carlson assured Councilor Petropoulos that FLARA has the largest outreach and engagement program in the state, with on call staff who are anticipatory of the population that FLACRA works with. She then provided an overview of the One Stop Wellness model, that sees the whole person. City Manager Hendrix asked Ms. Carlson about regulatory authority. Ms. Carlson shared that FLACRA is regulated by the OMH and OASIS, who put grants out in two year increments, noting that funding via CCBHC grants produce high outcomes.

Councilor Whitfield noted that ACC (detox at Clifton Springs Hospital and Clinic) is the beginning of FLACRA treatment for many clients, and wondered if there can be changes to the program for clients to remain in that process, which typically lasts 7-10 days. Ms. Carlson shared that CCBHC has been very successful in Geneva, noting that AUD (Alcohol Use Disorder) presents often in this community. She went on to elaborate on extensive partnerships FLACRA has throughout the region including 400-500 MOU's with other companies and agencies, which is beneficial for their model of care management and outreach work. Geneva is one of the first places that FLACRA is implementing this innovative model. Ms. Carlson went on to clarify that FLACRA isn't running a huge methadone clinic, it's simply an additional tool for treatment provided locally, so clients can get back into the workplace and to their families. Councilor Moracco wondered what the Lewis Street clinic is being used for, Ms.

Carlson advised that it is an outpatient clinic that anyone looking for services can use. Councilor Morocco then wondered if clients would be coming from all over to Geneva. Ms. Carlson advised that anyone can walk in and initiate services, but there is no bussing in, as previously questioned.

Mayor Valentino complimented FLACRA on the great services they provide, and noted that their other locations in Geneva are almost invisible. He wondered what Lewis Street will look like in comparison. Ms.Donk advised that it will be almost identical to 246 Castle Street, and will hopefully serve children as well with expanded mental health and children's services. Mayor Valentino clarified that if it does look different, he would expect some level of communication around that. Ms. Carlson assured him there would be, noting that FLACRA's chief concern is how vulnerable clients will be treated, noting that it's not often that they experience any problems with clients. Stephanie Smaldone assured the group that the Lewis Street clinic isn't a methadone clinic, and won't have people lined up on the street to receive methadone treatments, noting that there will be a security guard on site. Ms. Carlson elaborated that security is something most clinics across the state are moving towards, also reassuring the group that the Lewis Street clinic is not a methadone clinic. She further shared that if FLACRA stayed within the Castle Street clinic and added methadone as a treatment option, the community would have had no idea. She went on to explain that methadone is intended to be embedded, and can be prescribed by any physician. She also shared that the reason FLACRA is in the City offering this treatment option is because people are physically ambulatory without other transportation, and this serves a treatment need. She also elaborated that FLACRA isn't creating anything in the City to cause a problem, that services are changing to help people in the community that others don't want to help. Councilor Moracco wondered if people would come from out of town for methadone treatment at the Lewis Street clinic. Ms. Carlson shared that FLACRA is serving about 30 people who will use this medication. City Manager Hendrix further shared that there is a small group of clients traveling away from Geneva for their medication, and this clinic will serve them. Ms. Carlson added that Strong has a mobile methadone clinic, and nobody is anticipating a surge at the Lewis Street clinic. Councilor Whitfield wondered if FLACRA providing security will make matters worse, adding that he's wondering why in Geneva when other clinics also need security. Ms. Carlson shared that more and more health care centers are adding security, and that FLACRA is in fact considering security for other locations as well. Councilor Whitfield shared that he doesn't see the methadone clinic causing problems that would require security, shared that he believes this makes Geneva look bad, as FLACRA doesn't have security at their ACC in Clifton Springs. Mr. L'Hommedieu explained that clients are more volatile than they used to be and explored the difference between security and police, what that represents to clients.

Councilor Lavin thanked FLACRA for the services they provide to families facing these problems, and went on to blame Mexicans for drugs, noting that drugs and alcohol are the source of most police calls. He once again asked to see FLACRA's budget because it shows the need and the drug problem, and again thanked the agency for being there for families.

Councilor Petropoulos stated that he's satisfied for now, and wants a phone number to call for when there are problems. Ms. Carlson encouraged him to come meet with staff and make a connection, noting that FLACRA meets with neighbors frequently, and overall has a good relationship with their neighbors. Councilor Petropoulos acknowledged that it seems like FLACRA has more than a half baked plan.

Councilor Grimaldi noted that zoning brought this here, and wondered what the building was like before FLACRA purchased it. Ms. Donk shared that former uses included Geneva Pediatrics, then an adult daycare that closed during covid. It was an empty building that FLACRA came upon when looking for space, noting that it was already set up perfectly for them. Councilor Petropoulos added that the only reason FLACRA can exist on Lewis Street is due to the use variance. Attorney Robert Marks provided some background to the use variance that runs with the land and was added in 1984, which is not specific, and does allow for a medical office on the site. Councilor Petropoulos countered that FLACRA isn't a medical office, and Ms. Carlson confirmed that they are. Mayor Valentino agreed that FLACRA is doing things the legal way, and provids a valuable service to the community, and wondered what FLACRA would like to see from City Council and the City. Ms. Carlson shared that she'd like a phone call when any concerns arise, and for the City to work and consult with FLACRA as partners. She explained that they are running a business, and if there are complaints or problems, she wants to hear from the City. Councilor Lavin wondered where FLACRA administrative offices are, Ms. Carlson shared that they are in Clifton Springs and Newark, and reminded the group that FLACRA aims to be part of the thread and fabric of the community.

3. ADJOURNMENT

ACTION TAKEN by Clr. Lavin; seconded by Clr. Petropoulos
MOVED THAT the meeting be adjourned at 6:47pm
MOTION CARRIED UNANIMOUSLY (6-3 Absent)

Nicole Tillotson
City Clerk

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: City Manager, Amie Hendrix

Meeting Date: August 7, 2024

Item Title: Resolution Appointing Kate Ott, RN MPH, Local Health Officer

Action Required:

This resolution requires an affirmative vote by the majority of City Councilors.

Background:

Staff is proposing to amend the Shared Services agreement with Ontario County to name Kate Ott, RN MPH as Local Health Officer, following the retirement of Mary Beer, RN MPH.

Alternatives:

Council may elect not to pursue this effort at this time.

Financial Impact:

There is no cost to the City for this effort.

RESOLUTION # 53 – 2024

RESOLUTION FOR THE APPOINTMENT OF KATE OTT, RN MPH, DIRECTOR OF COMMUNITY PUBLIC HEALTH, AS LOCAL HEALTH OFFICER FOR THE CITY OF GENEVA

WHEREAS, In an effort to comply with the Shared Services Initiative, Ontario County and the City of Geneva identified an opportunity to share and coordinate the services of Mary Beer, RN MPH, the former Public Health Director of Ontario County, to act as Local Health Officer for the City of Geneva; and

WHEREAS, Since the original appointment, Mary Beer, RN MPH, has retired and Kate Ott, RN MPH has agreed to act as Local Health Officer for the City of Geneva; and

WHEREAS, The City of Geneva wishes to appoint Kate Ott, RN MPH, the Ontario County Public Health Director as the City Local Health Officer; and

WHEREAS, The Ontario County Public Health Director, Kate Ott, RN MPH agrees to act as the Local Health Officer for the City of Geneva, thereby eliminating the need for the City to appoint and pay a local health officer; and

WHEREAS, As part BBB of Chapter 59 of the Laws of 2017 specifically authorizes cooperating municipalities to enter into shared services agreements; and

WHEREAS, The parties wish to continue their Shared Services Agreement providing for the appropriate service; now, therefore, be it

RESOLVED, That Kate Ott, RN MPH, in furtherance of this appointment, will investigate complaints of public health nuisances arising with the City and when necessary to resolve said nuisances will present the facts and recommendations to the City Council for their decision and enforcement action and the payment of any costs to abate a public health nuisance shall be a City cost; and be it further

RESOLVED, The duration of the appointment began August 17, 2023 and will end on December 31, 2025.

Geneva City Council
Agenda Item Briefing

To: Geneva City Council

From: Stefanie Newcomb, Comptroller

Meeting Date: August 7, 2024

Item Title: RESOLUTION AUTHORIZING WITHDRAWAL AND RECOMMENCEMENT OF TAX FORECLOSURE PROCEEDING

Action Required:
In November 2023 the City of Geneva commenced an In-Rem Tax Foreclosure action pursuant to Article Eleven of the New York State Property Tax Law in Ontario County Court. After the filing New York State Legislature amended Article Eleven of the New York State Property Tax Law in regards to surplus funds. Due to the amendment the City Attorney and City Comptroller would like to withdraw the pending action and move forward with a new action to clearly outline the steps and ensure compliance with the new legislation

Alternatives:
Proceed with current foreclosure action

Financial Impact:
None

Office of the Comptroller
Stefanie Newcomb
CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 789-2114 - snewcomb@geneva.ny.us - www.cityofgenevany.com

RESOLUTION # 54 - 2024

RESOLUTION AUTHORIZING WITHDRAWAL AND RECOMMENCEMENT OF TAX FORECLOSURE PROCEEDING

WHEREAS, on or about November 8, 2023, the City of Geneva commenced an In-Rem Tax Foreclosure action pursuant to Article Eleven of the New York State Property Tax Law in Ontario County Court, index number 135252-2023 (the “Action”); and

WHEREAS, Article Eleven of the New York State Property Tax Law was recently amended by the New York State Legislature; and

WHEREAS, the City Attorney and City Comptroller believe it necessary to withdraw the pending Action and recommence a new In-Rem Tax Foreclosure action to ensure compliance with the amended Article Eleven; and

NOW, THEREFORE BE IT RESOLVED, that the Geneva City Council, hereby authorizes the City Attorney and City Comptroller to withdraw the pending Action and recommence a new in rem tax foreclosure action pursuant to Article Eleven of the New York Property Tax Law.