



**AGENDA**  
**WAYS & MEANS COMMITTEE**  
**Wednesday, September 21, 2022, 5:30PM**  
**Live Link: <https://youtu.be/iJoNBXIVjqw>**

**CALL TO ORDER:** By Hon. Hans Pecher, Chair

**MEMBERS:** Legislators James Basile, Elane Daly, Andy Dennison (Vice Chair), Aileen McNabb-Coleman, Chris Petrus, and Mark Strong

**MINUTES TO APPROVE:** August 17, 2022

**APPOINTMENTS:** None

**DEPARTMENT UPDATES FOR COMMITTEE:**

- **Jennifer Indelicato (Real Property) –**
  - Continuing data collection in Moravia for the revaluation project. Valuation is also underway for the project.
  - School tax preparation is complete. All tax bills have been mailed and tax rolls delivered to the Tax Collectors and banks.
  - School tax bills available for online viewing on TMO (Tax Map Online).
  - County-Owned Real Property Committee met to review preliminary request by Cayuga County Water & Sewer Authority (CCWSA) to acquire a portion of a county-owned parcel for a new storage facility. CCWSA will be providing more information to continue discussion.
  - Meeting(s) will be scheduled for review of full list of county-owned property. The last review was completed in 2018, policy calls for review at least every three years.
  
- **David Dempsey (Treasurer) -**
  - Continued the collection of late room occupancy tax returns for the second quarter of 2022 (see attached report in DropBox) and continued registration of new room tax vendors.
  - Title search reports are continuing to be processed for next year’s foreclosure.
  - The office was very busy at the beginning of August with 2<sup>nd</sup> installment tax collection since tax bills were due on 8/1/22. Mail volume was very heavy then.
  - The search is ongoing to backfill a Real Property Clerk position due to Lori Thurston’s retirement in September. Two interviews have been done so far and the search continues with assistance from Human Resources. I would like to thank Lori for all her hard work over the past 10 years in the Treasurer’s office!
  - Set dates with Moravia and other towns for meetings to continue open conversations with town boards to help to develop communications between their Tax collection specialists and our county team. This will ensure future collaboration and good will and a county Team approach. Meetings are planned for all towns this calendar year.
  - Continued administration of estates by Treasurer with County Attorney’s office.
  
- **Mary Beth Leeson (Finance) –**
  - Worked with HR and Shereen to develop a transition plan for the Finance Department, as the County begins its search.
  - Worked with the auditors to finalize our reporting for December 31, 2021. We have been waiting on related party financial statements. We should be able to finalize in the next week or so.
  - Worked with IT to finalize a plan for software for Capital Assets. We should be utilizing the funding to generate a purchase order in the next few days. We will be working with the vendor to transition our data, and allow us better reporting and tracking that will meet future audit needs.

• **Diann Ferris (Human Resources/Civil Service) –**

**YEAR-TO-DATE COMBINED TRANSACTIONS:**

County Departments: 1,952  
 Total Transactions: 3,774

**COUNTY APPLICATIONS:**

	<u>2022</u>	<u>2021</u>
Male	58	23
Female	134	64
Non-Binary	1	0
No Response	18	7

**TOWN/VLG./SCHOOL DIST. APPLICATIONS:**

	<u>2022</u>	<u>2021</u>
Male	28	12
Female	102	60
Non-Binary	0	0
No Response	42	24

White	163	72	White	112	64
Minorities	9	3	Minorities	9	2
Hispanic	2	2	Hispanic	5	1
No Response	37	17	No Response	46	29

EXAM INFORMATION: Occupational Therapist exam was given in August.

Male	1
Female	0
No Response	0
White	0
Minorities	0
Hispanic	0
No Response	1

- We are working with various departments on their recruitment and hiring needs;
- We are preparing for upcoming negotiations in October;
- We collaborated with Corporate Care (EAP Provider) to offer a session on Effective Communication;
- We are working with Comp Alliance to schedule the Annual Training sessions for all employees;
- Currently working on several employee and Union issues with Counsel;
- We are continuing to review and update several county policies;
- Interviews have started for Youth Bureau Director;
- We are recruiting for Director of Finance and Grant Manager.

### **RESOLUTIONS:**

#### **WAYS & MEANS:**

- 9-22-WM-1 Authorizing the Chair of the Legislature to sign an amended Municipal Cooperation Agreement with the City Of Auburn, Cayuga County Soil and Water Conservation District and the Cayuga County Community College
- 9-22-WM-2 Authorizing submittal of a grant application to NYS Empire State Development Restore New York Initiative (“Restore NY”) and fixing day and notice of public hearing
- 9-22-WM-3 Resolution to delete unenforceable tax liens on various Tax Map Numbers in the Town of Aurelius, to approve Settlement Agreement with the Town of Aurelius, authorizing the Chair to sign Quit Claims deeds and transfer documents
- 9-22-WM-4 Authorizing a change in the employee contribution percentage for participants in the Medicare Advantage Plan for active employees are at least 65 years of age, or retirees
- 9-22-WM-5 Authorizing payment of Health Care and Mental Hygiene Worker Bonus (HWB) to Qualified Employees Pursuant to Social Services Law § 367-w, authorizing budget transfers, and authorizing payment to HWB Qualified employees

#### **HEALTH & HUMAN SERVICES:**

- 9-22-HH-1 Authorizing Cayuga County Health Department to adjust the hourly rate of the non-bargaining Peer Counselor positions to \$17.00 per hour
- 9-22-HH-2 Amending Resolution No. 309-22 “Authorizing the Chair of the Cayuga County Legislature to accept the offer of \$595,000 to participate in Round 3 of the EFC State Septic System Replacement Fund Program” to designate budgetary amendments
- 9-22-HH-3 Authorizing the Chairman of the Legislature and the Public Health Director to enter into a contract with NYS for the Bike/Pedestrian/Wheelsport Safety Program
- 9-22-HH-4 Authorizing the Public Health Director to carry out a budget modification in the WIC program budget
- 9-22-HH-5 Authorizing the Chairman of the Legislature and the Commissioner of Social Services to Enter into a Contract with Cayuga County Department of Mental Health for the Provision of Community, Detention or Respite Based Mental Health Diagnostic Assessments to Children and To Make Recommendations for Treatment

- 9-22-HH-6 **(AMENDED @ HHS)** Authorizing the Chair of the Legislature and the Commissioner of Social Services to Enter into a Contract with Cayuga County Mental Health for Reports and Assessments on the Placement of a Child in a Qualified Residential Treatment Program
- 9-22-HH-7 Amending the Mental Health 2022 Budget to adjust State Aid funding for Contract Agencies
- 9-22-HH-8 Authorizing the Director of Community Services to Abolish, Create and Fill Positions at the Cayuga County Community Mental Health Center Due to Resignation
- 9-22-HH-9 Authorizing the Cayuga County Community Mental Health Center to accept additional state aid and for the Director of Community Services to enter into a contract with the Cayuga County Veteran’s Service Agency for Veteran Peer Services
- 9-22-HH-10 Authorizing the Chair of the County Legislature and the Director of the Office for the Aging to enter into a contract for 2022 Expanded In-Home Service for the Elderly Program (EISEP) with provider Seniors at Home, LLC (dba Home Instead)
- 9-22-HH-11 Authorizing the Chair of the County Legislature and the Director of the Office for the Aging to enter into a contract for 2022 Title III E, Title IIIB, ALZ-CSI with provider Seniors at Home, LLC (dba Home Instead)

**GOVERNMENT OPERATIONS:**

- 9-22-GO-1 Authorizing the Chairman of the Legislature and the Commissioners of the Cayuga County Board of Elections to sign a contract for the Absentee Ballot Prepaid Postage Grant for the Board of Elections.
- 9-22-GO-2 Amending the Cayuga County Transfer of Funds within Departments Contractual Accounts Policy
- 9-22-GO-3 Amending the Cayuga County’s Breach Notification Policy
- 9-22-GO-4 Adopting the Cayuga County “HIPAA Policy”
- 9-22-GO-5 Amending and restating the Cayuga County policy for the Sale and Disposition of Real Property acquired through Tax Foreclosure
- 9-22-GO-6 Authorizing the Chief Information Officer to fill a Computer Systems Technician position in the Cayuga County Information Technology Department.
- 9-22-GO-7 Authorization to create and fill one (1) Full Time Veterans Services Officer position to provide additional services through Dwyer Program Revenue and to amend the 2022 Veterans Budget
- 9-22-GO-8 Authorizes Cayuga County Veterans Services to fill a Part Time Veteran Service Assistant
- 9-22-GO-9 Authorizing Cayuga County Veterans Services to fill Part Time Veterans Services Officer
- 9-22-GO-10 Designates Cayuga County as an Operation Green Light for Veterans County, and approves lighting of the County Office Building

**PLANNING:**

- 9-22-PL-1 Authorize the use of additional ARPA Funds for the purchase of an Aquatic Weed Harvester at eh Cayuga County Soil & Water Conservation District

**PUBLIC WORKS:**

- 9-22-PW-1 Authorizing the Chair of the Cayuga County Legislature to sign a three-year renewal agreement with Feedwater Treatment Systems, Inc. to provide HVAC Water Treatment and Legionella Management service for various County owned buildings
- 9-22-PW-2 Authorizing an agreement with Westminster Presbyterian Church to allow them to utilize the southern edge of the Courthouse Parking lot located at 9-15 William Street, Auburn, NY for an estimated four to six weeks to allow a contractor to dig a trench for foundation repair and drainage improvements for the church
- 9-22-PW-3 Authorizing the Highway Superintendent to enter into an agreement with Aurelius to mow on county roads

- 9-22-PW-4 Authorizing the Chair of the Legislature to enter an agreement with Barton & Loguidice for engineering services on the Bridge NY Jericho Road Bridge Replacement Project
- 9-22-PW-5 Authorizing the transfer of funds DM51302 to DM51304
- 9-22-PW-6 Authorization to fill Motor Equipment Operator Medium position in the County Highway Department
- 9-22-PW-7 Authorizing the Chairperson of the Legislature and Highway Superintendent to amend Resolution 336-22

**JUDICIAL & PUBLIC SAFETY:**

- 9-22-JP-1 Authorizing the Chairperson of the Legislature to sign a one year contract with Eaton Corporation for maintenance of the Uninterruptible Power Supply (UPS) in the backup 911 center.
- 9-22-JP-2 Authorizing the Chairman of the Cayuga County Legislature and the Cayuga County 911 Administrator to accept the 2021 Public Safety Answering Point (PSAP) Grant.
- 9-22-JP-3 **(PULLED)** Authorizing the Chairman of the Cayuga County Legislature to sign an agreement with Yates County to share tower space at the Ovid Tower Site to improve radio coverage for Yates County.
- 9-22-JP-4 **(PULLED)** Authorizing the District Attorney to create and fill a permanent full-time Assistant District Attorney position in the District Attorney’s Office
- 9-22-JP-5 Authorizing the District Attorney to accept a grant from New York State Office of Victim Services to continue the “Victim/Witness Program” which is necessary to comply with legal requirements
- 9-22-JP-6 Authorizing Chairperson of Cayuga County Legislature & Emergency Management Office (EMO) to accept funds from The State of New York and administered by the NY State Division of Homeland Security and Emergency Services (DHSES) to assist in New York State’s emergency preparedness efforts, and for the Finance Department to amend the 2022 EMO Budget
- 9-22-JP-7 Authorize the Sheriff to create and fill a Licensed Practical Nurse Position within the Cayuga County Jail.
- 9-22-JP-8 Authorizing the Sheriff of Cayuga County to appoint a new Confidential Secretary
- 9-22-JP-9 Authorizing the Sheriff to fill one vacant Deputy Sheriff Sergeant Position in the Patrol Division of the Cayuga County Sheriff’s Office and any resulting backfill positions
- 9-22-JP-10 Authorize the Sheriff to fill one (1) vacant Registered Professional Nurse Position in the Custody Division of the Cayuga County Sheriff’s Office
- 9-22-JP-11 Authorizing the Cayuga County Legislature and Cayuga County Sheriff to enter into a contract with the Union Springs Central School District (USCSD) to provide a full time Special Patrol Officer employed by the Sheriff’s Office to the USCSD to provide School Resource Officer Services and creating and filling one Special Patrol Officer Position for said purpose
- 9-22-JP-12 Authorizing the Chair and the Sheriff to apply for and receive grants from Domestic Terrorism Prevention Program and enter into a contract with Tetra Tech Incorporated to provide domestic terrorism prevention plan consulting.
- 9-22-JP-13 Authorizing the creation of a Temporary Leave Bank for a Cayuga County District Attorney’s Office Employee

**ADJOURNMENT: Wednesday, October 19, 2022**

If you have a disability and need accommodations, please call the Clerk of the Legislature’s Office at 253-1308 at least 48 hours before the scheduled meeting to advise what accommodations will be necessary.

RESOLUTION NO. \_\_\_\_\_

9/27/22

COA Sign Municipal Coop Agmt rev2

**Authorizing the Chair of the Legislature to sign an amended Municipal Cooperation Agreement with the City Of Auburn, Cayuga County Soil and Water Conservation District and the Cayuga County Community College**

BY: Hon. Hans Pecher, Chair Ways and Means Committee

WHEREAS, the Cayuga County Legislature authorized the creation of a County Health Consortium; and

WHEREAS, the purposes of the County Health Consortium are as follows:

1. Article 5G of the General Municipal Law authorizes municipalities and the County Health Consortium 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 authorizes municipalities and the County Health Consortium to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Section 119-n of the General Municipal Law defines the term "municipal corporation" to include a county, city, town, village, school district and Board of Cooperative Educational Services;
4. The County of Cayuga Legislature has agreed by a duly authorized Resolution 81-256 to allow the Cayuga County Soil and Water Conservation District and Cayuga County Community College to participate in the Cayuga County Health Insurance Program;
5. The Participants in this Agreement have determined to their individual satisfaction that furnishing the health benefits for their eligible officers, eligible employees (as defined by the Internal Revenue Service codes, rules and regulations for federal tax purposes, such definition does not include independent contractors and/or consultants), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (referred to collectively as "enrollees") through a Consortium by acting in concert with one another is in their best interests as it is more cost-effective and efficient. Eligibility requirements are determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures;
6. The Participants desire to reflect the current relationship of the municipal corporations and the current terms of their participation in the Cayuga County Health Insurance Consortium; the County and the other participating municipalities are executing this agreement restating the terms of the existing Cayuga County Health Insurance Consortium, clarifying certain terms of previous Agreements they signed, amending the previous agreement to reflect changes required through compliance with certain New York State Laws;
7. The Participants hereby designate themselves under this agreement as the Cayuga County Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits to those enrollees that each Participant individually elects to include in the Cayuga County Health Insurance Consortium Medical Plan(s) (the "Plan(s)"); and

WHEREAS, Resolution No. 306-07 adopted May 22, 2007 authorized the Chairperson of the Cayuga County Legislature to execute a Municipal Cooperation Agreement with the Cayuga County Soil and Water Conservation District, the Cayuga Community College and the County of Cayuga; and

WHEREAS, Resolution No. 235-12 adopted June 19, 2012 authorized the Chairperson of the Cayuga County Legislature to execute a Municipal Cooperation Agreement with the Cayuga County Soil and Water Conservation District, the Cayuga Community College and the County of Cayuga; and

WHEREAS, Resolution No. 313-16 adopted September 27, 2016 authorized the Chairperson of the Cayuga County Legislature to execute a Municipal Cooperation Agreement with the Cayuga County Soil and Water Conservation District, the Cayuga Community College and the County of Cayuga; and

WHEREAS, Resolution No. 375-16 adopted November 22, 2016 authorized the Chair of the Cayuga County Legislature to execute an amended the Municipal Cooperation Agreement to permit the City of Auburn to join as a Participant; and,

WHEREAS, Resolution No. 95-19 adopted March 26, 2019 authorized the Chairperson of the Cayuga County Legislature to execute a Municipal Cooperation Agreement with the City of Auburn, Cayuga County Soil and Water Conservation District, the Cayuga Community College and the County of Cayuga; and

WHEREAS, Cayuga County wishes to enter into a new Municipal Cooperation Agreement with the City of Auburn, Cayuga County Soil and Water Conservation District and the Cayuga County Community College; now, therefore be it

RESOLVED, that the Chairperson of the Cayuga County Legislature is authorized and directed to execute a three (3) year Amended Municipal Cooperation Agreement, copy attached.

## **MUNICIPAL COOPERATION AGREEMENT**

**AGREEMENT made this day of \_\_\_\_\_, 2022 by and between COUNTY OF CAYUGA, CAYUGA COMMUNITY COLLEGE, CAYUGA COUNTY SOIL AND WATER CONSERVATION DISTRICT, and the CITY of AUBURN, all of which are referred to as "Participants".**

### **A. PURPOSES:**

1. Article 5G of 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 authorizes municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Section 119-n of the General Municipal Law defines the term "municipal corporation" to include a county, city, town, village, school district and Board of Cooperative Educational Services;
4. The County of Cayuga Legislature has agreed by a duly authorized Resolution 81-256 to allow the Cayuga County Soil and Water Conservation District and Cayuga County Community College to participate in the Cayuga County Health Insurance Program
5. The Participants in this Agreement have determined to their individual satisfaction that furnishing the health benefits for their eligible officers, eligible employees (as defined by the Internal Revenue Service codes, rules and regulations for federal tax purposes, such definition does not include independent contractors and/or consultants), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (referred to collectively as "enrollees") through a Consortium by acting in concert with one another is in their best interests as it is more cost effective and efficient. Eligibility requirements are determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures;
6. The Participants desire to reflect the current relationship of the municipal corporations and the current terms of their participation in the Cayuga County Health Insurance Consortium; the County and the other participating municipalities are executing this agreement restating the terms of the existing Cayuga County Health Insurance Consortium, clarifying certain terms of previous Agreements they signed, lending the previous agreement to reflect changes required through compliance with certain New York State Laws; and
7. The Participants hereby designate themselves under this Agreement as the Cayuga

County Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits to those enrollees that each Participant individually elects to include in the Cayuga County Health Insurance Consortium Medical Plan:(s) (the "Plan(s)").

**B. PARTICIPANT/TERM:**

1. Membership in the Consortium will be offered to any municipal corporation with 100 or more subscribers, provided the municipal corporation can provide satisfactory proof of its financial responsibility; provided, however, that any current Participant, as of the date of this Agreement, shall continue to be a Participant. Membership shall be subject to the terms and conditions, established by the Board of Directors of the Consortium as set forth in this Agreement and any amendments hereto.
2. The parties recognize that long term stability is an integral goal of the Consortium and essential to its viability. The term of this agreement shall be three (3) years, commencing January 1, 2023 and continuing through December 31, 2025 with the intention that the Participants will negotiate a successor agreement that will have a term of a minimum of three (3) years. The parties hereto acknowledge that failure of any Participant to continue as a Participant for the full term of this Agreement shall constitute a breach of this Agreement that will result in damages to the Consortium, the full extent of which will be immeasurable and unascertainable. The parties hereto, therefore, agree that the failure of any Participant to continue in the Consortium for the full term of this Agreement shall entitle the Consortium to an early withdrawal assessment in an amount equal to 25% of the Participant's most recent annualized premium contribution as liquidated damages for a breach of this contract. Said assessment is in addition to any liability the Participant may have under any other section of this Agreement, is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium. The assessment shall be due and payable to the Fiscal Officer of the Consortium within 30 days from the date the Consortium notifies the Participant in writing of said penalty.
3. Partial membership of a collective bargaining unit or employee group of a Participant is not permitted. Any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group will be required to remove all of the members of said collective bargaining unit or employee group, including retirees, surviving spouses, dependents, and those afforded continuation of coverage, from the Plan(s) as provided by the Consortium.
4. Initial membership of additional participants shall become effective on the first (1st) day of the calendar month following the adoption by the Board of Directors of the resolution to accept the entity as a Participant.
5. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, may elect to permit any municipal corporation which may or may not be located in the geographical or political boundaries of the County of Cayuga to become a Participant



of the Plan subject to satisfactory proof, as determined by the Board of Directors, of the Participant's financial responsibility.

6. An employer, including a collective bargaining unit or an employee group of an employer who was previously a Participant or sub-group of a Participant but is no longer a Participant or sub-group of a Participant of the Plan, and which is otherwise eligible for membership in the Plan, may apply for re-entry after a minimum of three years has passed since it was last a Participant or sub-group of a Participant. Such re-entry shall be subject to the approval of two-thirds of the entire Board of Directors. This re-entry waiting period may be waived by the approval of two-thirds of the entire Board of Directors. In order to reenter the Plan, an employer or a collective bargaining unit or an employee group of an employer, must have satisfied in full all of its outstanding financial obligations to the Plan.

Furthermore, such employer, or a collective bargaining unit or an employee group of an employer, must agree to continue as a Participant or sub-group of a Participant for a minimum of three years upon re-entry.

7. When the Consortium decides to terminate, a reserve shall be established by the Participants to cover all incurred, but not reported and/or paid, liabilities. The consortium's Fiscal Officer will establish a reserve fund to satisfy all contractual obligations for the dissolution of the consortium. Expenditures from the reserve fund may only be made with the Board's involvement in the decision for payments of benefits and other obligations of the insurance health plan or expenses incurred in administering same.

### **C. PARTICIPANTS' LIABILITY**

The Participants shall share in the costs of, and assume the liabilities for medical, surgical, hospital, and prescription drug benefits provided under the 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 Consortium's Board of Directors, as outlined in Section K, Paragraph 4 of this Agreement. The pro rata share shall be based on the Participant current "premium" contribution to the Plan as a percentage of the total current "premium" contribution to the Plan during their period of participation.

In addition, any new Participants who enter the Consortium may be subject to additional financial considerations above and beyond the premium contributions to the Plan. Said additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board of Directors.

### **D. BOARD OF DIRECTORS**

1. Governing Body of Consortium: The governing body of the Consortium, responsible

for management, control and administration of the Plan, shall be a Board of Directors, (“Board of Directors”), composed of two representatives of each Participant, who shall be appointed by resolution of each Participant’s governing body. Notice of appointment shall be given in writing to the Chair of the Board and the Fiscal Officer, by each Participant.

2. Vacancies: If a Board Member cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Board Member, it must notify the Consortium’s Chair and Fiscal Officer in writing of its appointment of a new designee to represent the Participant as a member of the Board of Directors.
3. No Remuneration: Members of the Board of Directors shall receive no remuneration for their service and shall serve a term from January 1 through December 31.
4. Representation: No individual member of the Board of Directors shall be the representative of more than one Participant.
5. Conflicts of Interest: No member of the Board of Directors, or any member of the member’s immediate family shall be an owner, officer, director, or partner of any contract agency retained by the Consortium.
6. Voting Power: Each member of the Board of Directors shall be entitled to one vote.
7. Designated Alternate: Each Participant’s governing body may designate in writing an alternate to attend the Board of Director’s meeting when its representative on the Board of Directors cannot attend. The alternate may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, have voting authority shall be counted toward a quorum.
8. Quorum: A majority of members of the Board of Directors shall constitute a quorum. A quorum is a simple majority (more than half) of the total number of board members. A quorum is required for the board to conduct any business. 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.
9. Regular Meetings: The Board of Directors shall meet on a regular basis, but not less than on a quarterly basis at a time and place determined by a vote of the Board of Directors.
10. Notice of Regular Meetings: Regular meetings of the Board of Directors shall be held at such time and place as may be determined by the Board and no notice of such regular meeting need be given.
11. Special Meetings-Notice: Special meetings of-the Board may be held upon the call of the Chair or of any two Directors at such time and place as may be specified in the notice given to each Director at least two days before the meeting.

12. Place of Meeting: The Board of Directors may hold its meetings at such place within or without the State of New York as the Board may from time to time determine.
13. Action by Written Consent: Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board consent in writing to the adoption of the resolution authorizing the action and such resolution and written consent are filed with the Minutes of the proceedings of the Board.
14. Conference Telephone: Any one or more members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.
15. Election and Term of Office: The officers of the Board of Directors shall be chosen annually at the meeting of the Board of Directors. The affirmative vote of a majority of the Directors acting and present at such meeting shall be sufficient to appoint an officer.
16. Chair Powers and Duties: The Chair shall preside at all meetings of the Board of Directors, shall have general supervision of the affairs of the Consortium shall keep the Board of Directors fully informed, shall freely consult with the Board concerning the activities of the Consortium, and shall perform such other duties as shall from time to time be assigned by the Board of Directors. Unless the Board of Directors shall specifically require an additional signature, the Chair shall have the power to sign, in the name of the Consortium, all contracts authorized either generally or specifically by the Board.
17. Vice Chairs-Powers and Duties: The Vice Chairs shall have such powers and duties as may be assigned by the Board of Directors. In the absence of the Chair, a designated Vice Chair shall in general perform the duties of the Chair.
18. Secretary-Powers and Duties: The Secretary shall act as Secretary of all meetings of the Board of Directors, shall keep the minutes of all such meetings, shall attend to the giving and serving of all notices of the Consortium, shall perform all the duties customarily incident to the office of the Secretary, subject to the control of the Board of Directors, and shall perform such other duties as shall from time to time be assigned by the Board of Directors.
19. Fiscal Officer-Powers and Duties: The Fiscal Officer shall have the custody of all funds, deposits and securities of the Corporation, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Consortium, shall deposit all moneys and other valuable effects of the Consortium in the name and to the credit of the Consortium in such banks or depositories as the Board of Directors may designate, shall perform all duties incident to the position of Fiscal officer, subject to

the control of the Board of Directors, and, when required, shall give such security for the faithful performance of such duties as the Board of Directors may determine. Whenever required by the Board of Directors, the Fiscal Officer shall render a statement of accounts and shall at all reasonable times exhibit the books and accounts to any officer or Director of the Consortium. The Fiscal Officer shall be appointed annually by the Board of Directors.

#### **E. ACTIONS BY THE BOARD**

The entire Board of Directors shall mean the number of Directors when there are no vacancies. A majority of the entire Board of Directors is required to take action on the following matters, with the exception of Special Meetings of the Board:

1. To fill any vacancy in any officer(s) of the Board of Directors.
2. To fix the frequency, time, and place of regular Board meetings, and Special meetings of the Board which may be called by the Chairperson or any two Board Members provided not less than two days written or oral notice is provided to all remaining Board Members.
3. To approve an annual budget for the Consortium, prior to September 1 of each year, and determine the annual premium equivalent to be paid by each Participant for each enrollee classification in the Plan.
4. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants.
5. To approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s) and/or summary plan description(s), a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
6. To annually select a Plan Consultant for the upcoming Plan Year, prior to September 1 of each year.
7. To review, consider and act on any recommendations made by a Plan Consultant or Plan Administrator.
8. To establish administration guidelines for the efficient operation of the Plan.
9. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements.
10. To contract with third parties, 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 Plan Said goods and services may include, but may not be limited to accounting services, legal counsel, consulting services, purchase of insurances, and actuarial services.
11. To determine each year the insurance carrier or carriers, if any, who are to provide

the stop-loss insurance coverage during the next year.

12. To determine and notify each Participant by October 1 of each year of the monthly premium equivalent for each enrollee classification during the next Plan year commencing the following January 1.
13. To 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 and insured by the FDIC.
14. To designate annually the Fiscal Officer of the Consortium who may or may not be a member of the Board of Directors and.
15. To designate annually the Secretary of the Consortium who may or may not be a member of the Board of Directors.
16. To designate the Secretary of the Board of Directors to have responsibility of all reports, statements and other documents of the Consortium. The Secretary will take minutes of each Board Meeting which shall be acted on by the Board of Directors at a subsequent meeting.
17. To annually appoint the Consortium's attorney-in-fact.
18. To choose the Certified Public Accountant and the Actuary to provide the reports required by this Agreement and any applicable law.

#### **F. OFFICERS**

1. The Board of Directors shall elect annually from its members a Chairperson, Vice Chairperson and Secretary. Any vacancy in an officer's position shall be filled at the next meeting of the Board of Directors.
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. The Board of Directors shall not have any authority to engage the services of any person as an employee 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.

#### **G. EXECUTIVE COMMITTEE**

1. The Executive Committee of the Consortium shall consist of the Chairperson, the Vice Chairperson, and the Fiscal Officer of the Consortium.
2. The Executive Committee may meet at any time between meetings of the Board of Directors at the discretion of the Chairperson. The Executive Committee will make recommendations to the Board of Directors.

**H. PLAN ADMINISTRATOR**

The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, will annually designate an administrator and/or insurance company of the Plan and other provider(s) who are deemed by the Board of Directors to be qualified to receive, investigate, 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.

**I. ATTORNEY-IN-FACT**

The attorney-in-fact shall receive service of summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.

**J. FISCAL OFFICER**

1. The Fiscal Officer shall act as the chief financial administrator and treasurer of the Consortium and disbursing agent for all payments made by the Plan, and shall have custody of all monies either received or expended by the Plan. The Fiscal Officer shall receive no remuneration, except that the Plan will reimburse reasonable out-of-pocket expenses incurred by the Fiscal Officer in connection with performance of his or her duties that relate to the Plan. The Fiscal Officer will present to the Consortium annually a request for administrative support and compensation for duties associated with the health insurance administration.
2. All monies collected by the Fiscal Officer relating to the Consortium, shall be pooled and administered as a common fund. The Fiscal Officer shall, subject to the provisions of the General Municipal Law, make payments in accordance with procedures developed by the Consortium's Board of Directors.
3. The Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Participant who regularly employs the Fiscal Officer in such principal amount as deemed adequate to protect the interests of the Participant.
4. All monies collected from the Participants by the Fiscal Officer in connection with the Plan shall be deposited in accordance with policies of the Participant, which regularly employs the Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.
5. The Fiscal Officer shall account for the Plan's reserve funds separate and apart from all other funds of the Plan and such accounting shall show:
  - a) the purpose, source, date and amount of each sum paid into the fund; the interest earned by such funds;

- b) capital gains or losses resulting from the sale of investments of the Plan's reserve funds;
  - c) the order, purpose, date and amount of each payment from the reserve fund; and
  - d) the assets of the fund, indicating cash balance and schedule of investments.
6. There will also be an annual financial audit prepared by an independent CPA based on the generally acceptable accounting principles. The annual independent opinion will also indicate the financial soundness of the plan.
  7. The Fiscal Officer will prepare annual and quarterly reports governing distribution and current financial status of the accounts. Copies will be provided to all the parties.
  8. The Fiscal Officer shall maintain a reserve fund which accounts shall be separate and apart from all other funds, and the Fiscal Officer shall on an annual quarterly basis show the source of the funds, the interest in the funds, disbursements, gains, losses, payments, assets and liabilities.

**K. PREMIUM CALCULATIONS/PAYMENT**

1. The annual premium equivalent rates shall be established by a majority of the entire Board of Directors. 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 of Directors. Said premium equivalent rates shall consist of an "Individual" premium rate category and a "Family" premium rate category. Said premium rate categories are currently defined as follows and may be amended by the Board of Directors by a majority of the entire Board of Directors:
  - a) Individual Premium is a rating category established for those direct officers, employees, or retirees of a Participant who require coverage for only themselves. This category is not to be utilized for a spouse or a dependent who is not a direct employee or retiree, unless otherwise required by State Law, Federal Law (e.g., COBRA), or in the case of a surviving spouse, by a collective bargaining agreement or Participant's policy/procedure.
  - b) Family Premium is a rating category established for those direct officers, employees, or retirees of a Participant who require coverage for themselves and their eligible dependents as allowed by the Plan.
2. The Consortium shall maintain reserves and/or stop-loss insurance to the level, if any, and extent determined by the Board of Directors in consultation with, and based on, the recommendations of the Consortium's Executive Committee and Plan Consultant to cover catastrophic claims on a specific or aggregate basis.
3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the 1st day of each calendar month during the Plan year (January 1<sup>st</sup>-December 31<sup>st</sup>). A late payment charge of 1% of the monthly installment then due

will be charged by the Board for any payment not received by the 1st of each month, or the next business day when the 1st falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants. The Consortium will waive the penalty once per fiscal year for each Participant, but will strictly enforce the penalty thereafter. Failure to make a payment, including any applicable penalties, within sixty days of the due date will be a basis for determination by the Board of exclusion from the Plan.

4. The Board of Directors, by a two-thirds (2/3) of the entire Board of Directors, has the power to assess Participants for additional contributions, if actual losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds. Such assessments will be made on a pro-rata basis and payment is due within 30 days of billing.
5. The Board of Directors, in its sole discretion, may refund amounts in excess of reserves and surplus or retain such excess amounts and apply these amounts to the next year's budget for the plan.

#### **L. EMPLOYEE CONTRIBUTIONS**

If any Participant requires an enrollee's contribution for benefits provided by the Plan, 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 nor delay the payment of the Participant's monthly premium equivalent to the Consortium in the manner provided.

#### **M. ADDITIONAL BENEFITS**

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

#### **N. REPORTING**

The Fiscal Officer will ensure the following reports shall be prepared and furnished to the Board of Directors, and made available to the Participants:

1. Annually after the close of the Plan's fiscal year, but not later than April 30th, the following reports will be generated:
  - a) a report developed by the Consortium's Consultant showing the financial condition and affairs of the Plan, in such a form and providing such other information as the Board of Directors may prescribe, together with an audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the



Plan.

- b) an independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current year and projected for the next fiscal year.
2. Periodic reports will be generated by the Fiscal Officer of the Consortium at least quarterly. Said reports will include, but may not be limited to, a Treasurer's Report and a Trial Balance Report.

**O. WITHDRAWAL OF PARTICIPANT**

1. Withdrawal of a Participant from the Consortium shall be effective at the end of the term of this Agreement.
2. Notice of intention. Participants shall provide written notice of the intent to withdraw from the Plan to the Chairperson of the Board of Directors and the Fiscal Officer on or before July 1 of the year of withdrawal. Failure to give such Notice shall automatically extend the Participant's, membership and obligations under the Agreement for another Plan Fiscal Year, unless the Board of Directors shall consent to such withdrawal by a 2/3 vote.
3. Premiums-Withdrawing Participants shall pay all premiums required under the Agreement through the effective date of withdrawal.
4. Surplus-Withdrawing Participants shall not be entitled to share in any Plan surplus nor any portion of the Consortium's Reserve Fund Balance.
5. Deficit - Withdrawing Participants shall not be responsible for any deficit resulting from the Plan year of withdrawal.
6. The parties hereto acknowledge that failure of any Participant to continue as a Participant for the full term of the agreement shall constitute a breach of this Agreement that will result in damages to the Consortium. The parties hereto, therefore, agree that the failure of any Participant to continue in the Consortium for the full term of this Agreement shall entitle the Consortium to an early withdrawal assessment in an amount equal to 25% of the Participant's most recent annualized premium contribution as liquidated damages for a breach of this contract. Said assessment is in addition to any liability the Participant may have under any other section of this Agreement, is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium. The assessment shall be due and payable to the Fiscal Officer of the Consortium within 30 days from the date the Consortium notifies the Participant in writing of said penalty.

**P. TERMINATION & DISSOLUTION OF THE CONSORTIUM**

1. The consortium may terminate upon either the decision of all Participants to terminate the Consortium, or if there are not at least two (2) Participants who wish to continue the Consortium. The Consortium will terminate effective December 31<sup>st</sup> at

midnight listed in Section B of this Agreement.

2. The Board of Directors shall develop a plan for closing and dissolving the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits and premiums at least six (6) months prior to the termination date listed in Section B of this Agreement, or at least six (6) months prior to the termination date chosen by the Board of Directors.
3. Upon termination, a Plan surplus or deficit for the year in which the Consortium terminates, shall be determined based on the sum of actual expenses and the estimated liability of the Plan, as determined by the Plan Administrator, one year after the end of the fiscal year in which the Consortium terminates. Any surplus or deficit will include recognition of any claims, expenses, and/or penalties incurred at the time the Consortium terminates but not yet paid. No part of any funds of the Plan shall be subject to the claims of general creditors of any Participant.
4. Upon termination, if any Plan deficit exists, as determined above, each Participant shall be responsible for its pro rata share of the same. Such pro rata share shall be based upon each Participant's current premium contribution to the plan as a percentage of the total current premium contributions to the plan, during the final year of participation. This percentage amount would then be applied to the deficit, which exists at the time of termination, as set forth above. This pro rata deficit amount will be billed to the Participants. Said deficit billing is nonnegotiable and is not subject to waiver or amendment by the board of directors of the consortium. Said pro rata deficit amount is payable within 30 (days) from the date of billing.
5. Upon the termination, any Plan surplus contained in reserve fund or general fund balances will be distributed to the Participants based on their pro rata share of the total premium contributions for the final 3 years to the Plan as a percentage of the total premium contributions for the final 3 years of the Plan. This distribution to the participants will occur after all claims, assessments, charges, penalties, or expenses incurred at the time of termination are paid.

**Q. 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 Participants as follows:

- a) 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 determined as set forth herein, at the discretion of the Participant.
- b) The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the signatory municipal corporations as to those matters within the scope of the Agreement.
- c) The Participant understands and acknowledges that the decisions of the Board

made in the best interests of the collective whole may on occasion temporarily disadvantage one or more of the individual Participant.

- d) The Participant represents and warrants that the Designated Board Member understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
- e) 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.
- f) 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.

**R. RECORDS**

All records and documents, including financial records, associated with the operation of the Consortium are the property 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 Fiscal Officer. Each request will be responded to in a reasonable time frame and shall include all information which can be legally shared. A copy of requests for data made directly to the Administrator or Insurance Company by any Participant must be delivered to the Consortium's Fiscal Officer at the time of the request.

**S. CHANGES TO AGREEMENT**

This Agreement may not be amended or modified except in writing and signed by all Participants.

**T. CONFIDENTIALITY**

Nothing contained in this Agreement shall be construed to waive any right that a person possesses covered under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of the covered person.

**U. APPLICABLE LAW/VENUE**

This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. If any litigation arises among the parties, venue shall be in the County of Cayuga, State of New York in a court of competent jurisdiction.

**V. SUPERSEDING PROVISION**

This Agreement contains the full and complete agreement between the parties regarding

the subject matter herein and supersedes all prior understandings agreements, both written and oral.

**W. SAVINGS CLAUSE**

Should any term or clause contained in this Agreement be held to be invalid or illegal by reason of any existing or subsequently enacted legislation or a decision of a court of competent jurisdiction, it is agreed that such finding shall affect only that term or clause and shall not affect the remainder of the Agreement and that the remaining paragraphs or parts shall remain in full force and effect.

**X. MAY BE SIGNED IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Participant warrants and represents that the signatory below is fully authorized to execute this Agreement and that all steps necessary to authorize the execution hereof have been completed.

**COUNTY OF CAYUGA,**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CAYUGA COMMUNITY COLLEGE,**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CAYUGA COUNTY SOIL AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY of AUBURN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

9/27/22

FIN RESTORE NY

**AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO NYS EMPIRE STATE DEVELOPMENT RESTORE NEW YORK INITIATIVE (“RESTORE NY”) AND FIXING DAY AND NOTICE OF PUBLIC HEARING**

Hon. Hans Pecher, Chair, Ways & Means Committee

WHEREAS, The Restore New York Communities Initiative (“Restore NY”) provides municipalities with financial assistance for the revitalization of commercial and residential properties by encouraging community development and neighborhood growth through the elimination and redevelopment of blighted structures; and

WHEREAS, Cayuga County wishes to combat the on-going community need to provide emergency, transitional and permanent housing to persons who are struggling with homelessness and to address the significant shortage of shelter beds in the community; and

WHEREAS, Cayuga County has previously sponsored an application by Housing Vision Consultants, Inc. (“Housing Visions”) in 2021 for State funding in an effort to address this community need; and

WHEREAS, Housing Visions has advised the County of an opportunity to apply to Restore NY for funding in the amount up to two million dollars (\$2,000,000) that would provide the necessary monies to redevelop an abandoned property located at 197 State St, Auburn, New York into 16 affordable housing apartments; and

WHEREAS, the Restore NY program is only available to municipal applicants; and

WHEREAS, the current round of Restore NY funding will close on October 11, 2022; and

WHEREAS, to be eligible for the Restore NY program, it is necessary for the County to hold a public hearing to allow public comment on the application as well as the proposed property, 197 State Street; and

WHEREAS, Housing Visions, as the developer of this project, has offered to pay the 10% County match that would be required under the grant program and to perform the necessary administrative functions on behalf of the County;

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Legislature acknowledges that in anticipation of the presentation of this Resolution to the full Legislature, the Board Clerk has duly published notice of a public hearing that was held concerning the proposed application before the Cayuga County Legislature on Tuesday, September 27, 2022 at 6:00 p.m. at 160 Genesee Street, Auburn, New York, 6<sup>th</sup> Floor Chambers and broadcast live via YouTube at the following address: <https://youtu.be/yJJ8KgH81xA> with members of the public unable to attend in person directed to call in at 315-294-8051 to comment;
2. The public hearing was duly held consistent with the public notice;
3. The Cayuga County Legislature finds and determines that submitting this application and administering the grant, if awarded, is in the public interest.

4. The Chair of the Legislature is hereby authorized to execute and deliver all documents and agreements necessary to submit a Restore NY Grant application on behalf of Cayuga County through the 2022 NYS Consolidated Funding Application (CFA) System for an amount of up to \$2 million as recommended by Housing Visions;
5. Upon award of the grant, the County Finance Director is hereby authorized and directed to make all necessary transfers and journal entries to carry out the intent of this resolution;
6. Upon award of the grant, the County Grant Manager or such other designee as approved by the Chair, shall be responsible for oversight of the grant administration;
7. The Chair of the Legislature is hereby authorized to enter into a contract with Housing Visions Consultants, Inc. to perform the redesign, demolition, deconstruction, and rehabilitation of the property located at 197 State Street, Auburn, NY, including without limitation payment of any County match and administrative costs required under the grant and upon such form as may be approved by the County Attorney.
8. The Chair is further authorized to execute and deliver such other and further documents as may necessary to carry out the intent of this resolution.

RESOLUTION NO. \_\_\_\_\_

09/27/2022

RPS Delete Tax Liens auth settlement rev4

**Resolution to delete unenforceable tax liens on various Tax Map Numbers in the Town of Aurelius, to approve Settlement Agreement with the Town of Aurelius, authorizing the Chair to sign Quit Claims deeds and transfer documents.**

By: Hans Pecher, Chair, Ways and Means Committee

WHEREAS, historically, the New York State Canal Corporation, a subsidiary of the New York State Thruway Authority, owned parcels of land along the Seneca River, adjacent to River Road in the Town of Aurelius; and,

WHEREAS, the real property owned by the New York Canal Corporation, was wholly exempt and was listed in Roll Section 8; and,

WHEREAS, over the years the New York Canal Corporation, permitted individuals to rent parcels of land from the state and permitted those individuals to construct various structures on said parcels; and,

WHEREAS, the County Taxing Districts, County, Town and School District taxed the various structures; and,

WHEREAS, on or about September 22, 2016 the State of New York conveyed to the Town of Aurelius various parcels of real property along River Road, in the Town (recorded in the Cayuga County Clerk's Office at Book 1654, Page 5); and,

WHEREAS, the Town of Aurelius, after taking title, terminated leases and removed various dilapidated, falling down, and dangerous structures leaving 8 Tax parcels on which the County presently has outstanding tax liens; and,

WHEREAS, with the removal of the structures, the taxes on the structures are unenforceable, and the tax liens on the following liens are filed in the Cayuga County Clerk's Office against property located in the Town of Aurelius, identified below on the 2021 and 2022 Tax Rolls for said Town as set forth below;

<b>Tax Map #</b>	<b>Delinquent Tax (September 2022)</b>	<b>Notes</b>
105.00-1-21.-105	\$ 2,300.06	owes 2021 & 2022
105.00-1-21.-106	\$ -	
105.00-1-21.-109	\$ 1,994.98	owes 2022
105.00-1-21.-110	\$ -	
105.00-1-21.-119	\$ 11,270.46	tax foreclosed in 2022
105.00-1-21.-149	\$ -	
105.00-1-21.-150	\$ 18,508.20	tax foreclosed in 2022
105.00-1-21.-151	\$ 4,220.78	owes 2021 & 2022
<b>Total</b>	<b>\$ 38,294.48</b>	
Deed Filing Fee	\$ 190.00	
<b>Grand Total</b>	<b>\$ 38,484.48</b>	

and,

WHEREAS, the Town of Aurelius is in the process of selling at an auction certain real property including the 8 River Road tax parcels set forth above and has submitted a proposal to the County whereby in exchange for the Town of Aurelius paying sufficient monies to the County from the sale of such properties to pay off the outstanding unpaid taxes, plus the deed filing fee, in the sum of \$38,484.48 as set forth in the above schedule, the County will agree to convey any interest it has in the parcels to the Town of Aurelius; and,



WHEREAS, the parcels of real property upon which the structures formerly were located is presently owned by the Town of Aurelius are wholly exempt and listed in Roll Section 8; and

WHEREAS, merging the tax maps and the selling of the properties to third parties will permit the properties and any new structures to be add to the tax roll, thus benefitting all municipal tax payers; and,

WHEREAS, the Ways and Means Committee approves the settlement with the Town of Aurelius; now therefore be it

RESOLVED, that the Cayuga County Legislature hereby approves an agreement with the Town of Aurelius whereby the Town of Aurelius shall pay sufficient monies to the County from the sale of such properties to satisfy the outstanding taxes, plus deed filing fee, in the amount of \$38,484.48, the County will agree to convey to the Town of Aurelius any interest the County has in the parcels; and be it further

RESOLVED, that the Chair of the Cayuga County Legislature and the Cayuga County Treasurer are hereby authorized and directed to sign any and all agreements and documents to implement the intent of this Resolution, including but not limited to a memorandum of agreement with the Town of Aurelius, quit claim deed, transfer documents and any tax lien termination documentation; and be it further

RESOLVED, upon the approval of a Resolution by the Town of Aurelius, and the execution of the appropriate documents, the County finds and agrees that the liens for tax year 2021 and 2022 filed in the Cayuga County Clerk's Office under tax map numbers:

105.00-1-21.-105

105.00-1-21.-106

105.00-1-21.-109

105.00-1-21.-110

105.00-1-21.-119

105.00-1-21.-149

105.00-1-21.-150

105.00-1-21.-151

are cancelled.

RESOLUTION NO. \_\_\_\_\_ 9/27/22

WM Medicare Advantage Plan rev

**Authorizing a change in the employee contribution percentage for participants in the Medicare Advantage Plan for active employees are at least 65 years of age, or retirees**

BY: Hon. Hans Pecher, Chair, Ways and Means Committee

WHEREAS, certain employees and retirees of Cayuga County, who were employed prior to the ratification of County union agreements that began January 1, 2019, who are currently eligible for health insurance coverage, and who are at least 65 years of age, have the option to elect Excellus Classic Blue Coverage or Medicare Advantage PPO coverage (Medicare Blue PPO Plan) annually; and,

WHEREAS, the cost of the health insurance coverage for employees who are at least 65 years of age, or who are retired is shared between the employees, the retirees and the employer (Cayuga County); and,

WHEREAS, the collective bargaining agreements for multiple unions determine the employee percentage contribution for the health insurance coverage for participating active and retired union members; and,

WHEREAS, the Cayuga County policies and procedures determine the employee percentage contribution for the health insurance coverage for participating active non-bargaining employees and for retired non-bargaining employees; and,

WHEREAS, it has been determined that both Excellus Classic Blue and Medicare Blue PPO provide excellent health insurance coverage to our current and retired employees; and,

WHEREAS, the Medicare Blue PPO provides health coverage at a significant savings to the employee, retiree and the employer, due to the lower premium of this insured product; now therefore be it

RESOLVED, that in order to provide additional savings to employees who are at least 65 years of age, or who are retirees that choose the Medicare Advantage PPO plan (or any other substantially similar product that is offered by the County) the contribution for this coverage will be lowered to the following:

Medicare Blue PPO - Individual employee coverage - 5% of the premium

Medicare Blue PPO- Individual Plus Spouse Coverage – 5% of the premium for the employee plus 10% of the premium for the spouse

RESOLVED, that the new contribution percentages will take effect 1/1/2023 and will continue until they are changed by a subsequent resolution or are limited by negotiated union contracts; and be it further

RESOLVED, that these rates will be available to eligible an active employee who is at least 65 years of age, and to retired employees (those employees that meet existing criteria for retiree health insurance) who are or were union or non-bargaining employees of Cayuga County.

RESOLUTION NO. \_\_\_\_\_ 9.27.22 LEG Health Care and Mental Hygiene Worker Bonus (HWB) Program rev 5

**Authorizing payment of Health Care and Mental Hygiene Worker Bonus (HWB) to Qualified Employees Pursuant to Social Services Law § 367-w, authorizing budget transfers, and authorizing payment to HWB Qualified employees**

By: Hans Pecher, Chair, Ways and Means Committee

**WHEREAS**, The State has adopted the Health Care and Mental Hygiene Worker Bonus program (“HWB”) in the Fiscal Year 2023 New York State Budget, which includes \$1.3 billion of State aid allocated for the payment of recruitment and retention bonuses to certain health care and mental hygiene workers; and

**WHEREAS**, A key initiative in the Governor's aim is to increase the state's health care workforce by 20 percent over the next five years; and.

**WHEREAS**, One of the primary purposes of HWB is to facilitate an incentive program for the purpose of recruiting, retaining, and rewarding health care and mental hygiene workers meeting specified eligibility requirements; and,

**WHEREAS**, Cayuga County qualifies as an “employer” as defined under the HWB program; and

**WHEREAS**, as a qualified employer, Cayuga County is required to identify eligible employees, submit a claim for bonuses for such employees, and pay such bonuses in accordance with SSL § 367-w, subject to full reimbursement by the State; and

**WHEREAS**, To be eligible for HWB payments, an employee must provide hands-on health care services including certain front-line health care and mental hygiene practitioners, technicians, assistants, support staff and aides; and,

**WHEREAS**, Furthermore, an employee’s title must fit within certain job titles as defined by the State; and

**WHEREAS**, The State has established a series of six month “vesting periods” between the dates of October 1, 2021, and March 31, 2024; and,

**WHEREAS**, Employers are required to pay bonuses to eligible employees based on the number of hours worked by the employees during a vesting period; and

**WHEREAS**, Qualified employees who work:

- At least 20 hours but no more than 30 hours per week are eligible for a bonus of \$500.
- At least 30 hours but no more than 35 hours per week are eligible for a bonus of \$1,000.
- At least 35 hours per week are eligible for a bonus of \$1,500

And,

**WHEREAS**, A Qualified Employee can receive up to a maximum of \$3,000 in total bonus payments over two vesting periods; and,

**WHEREAS**, the State set a deadline of September 2, 2022 for employers to submit their initial claim including a list of eligible employees who worked at least 20 hours per week during the initial vesting period of October 1, 2021 through March 31, 2022; and

**WHEREAS**, Thereafter, the County must submit a claim for eligible employees no later than 30 days after the completion of each additional vesting period; and

**WHEREAS,** In order to meet the State’s deadline, a workgroup consisting of senior management and the County Attorney’s Office compiled a list of eligible Qualified County employees who worked during the initial vesting period and whose job titles are consistent with the eligible job titles set by the State (copy attached); and,

**WHEREAS,** The County submitted on September 2, 2022, the first set of claims for bonus payments for its eligible Qualified Employees that meet the eligibility criteria established under SSL § 367-w to the State; and,

**WHEREAS,** The County must pay bonuses to eligible employee no later than 30 days after the bonus amount is paid to the County by the State of New York; now therefore be it

**RESOLVED,** That the County Legislature hereby ratifies and affirms the attached list of qualified employees; and be it further

**RESOLVED,** That the County authorizes and directs the Finance Director and the Cayuga County Treasurer to make the following adjustments to the 2022 County Budget:

	<u>Increase</u>
A40101 51001 Salaries	\$9,775
A40100 43420 State Aid	\$9,775
A43101 51001 Salaries	\$51,750
A43100 43508 MH Grants	\$51,750

; and,

**RESOLVED,** That the County Legislature authorizes that the eligible Qualified Employees on the attached list be paid the sums of monies indicated thereon within thirty days of receipt of the bonus payments from the State; and be it further

**RESOLVED,** That the Cayuga County Finance Director and the Cayuga County Treasurer make the journal and accounting entries required to implement the intent of this Resolution.

**Employee List**

<u>Employee No.</u>	<u>Title</u>
930785	Nurse-Registered
960755	Nurse-Registered
905186	Nurse-Registered
961765	Nurse-Registered
930075	Program Director
961001	Nurse-Registered
930778	Nurse-Registered
961180	Assistant Program Director
961012	Dietician/Nutritionist
960907	Social Worker-Licensed (LCSW)
961815	Social Worker-Licensed (LMSW)
937079	Social Worker-Licensed (LCSW)
933677	Assistant Program Director
937095	Nurse-Registered
933010	Social Worker-Licensed (LCSW)
961169	Nurse-Registered
937088	Social Worker-Licensed (LCSW)

961222	Social Worker-Licensed (LCSW)
960954	Social Worker-Licensed (LMSW)
961905	Social Worker-Licensed (LMSW)
960780	Social Worker-Licensed (LCSW)
961642	Social Worker-Licensed (LMSW)
937074	Social Worker-Licensed (LCSW)
937070	Social Worker-Licensed (LCSW)
960953	Social Worker-Licensed (LMSW)
933215	Social Worker-Licensed (LCSW)
961631	Social Worker-Licensed (LMSW)
961772	Social Worker-Licensed (LMSW)
961556	Social Worker-Licensed (LMSW)
961002	Social Worker-Licensed (LCSW)
961183	Program Director
961782	Case Manager
961363	Case Manager
961216	Health Care Support Worker
933081	Health Care Support Worker
937090	Health Care Support Worker
933666	Health Care Support Worker
946028	Health Care Support Worker
961494	Intake/Screening

**RESOLUTION NO.** \_\_\_\_\_ **9/27/2022 HS Cayuga County Mental Health Reports and Assessments rev**

**Authorizing the Chair of the Legislature and the Commissioner of Social Services to Enter into a Contract with Cayuga County Mental Health for Reports and Assessments on the Placement of a Child in a Qualified Residential Treatment Program**

BY: Elane Daly, Chairman of the Health & Human Services Committee  
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WHEREAS, the Family First Prevention Services Act (FFPSA) requires substantial efforts to keep children at home or with relatives, reduce congregate care placements and shorten foster care stays; and

WHEREAS, effective September 29, 2021, as part of the FFPSA, in the event that a foster child is placed at a Qualified Residential Treatment Program (QRTP), the Department of Social Services is required to arrange for a Qualified Individual (QI) to conduct an assessment of the child and complete a report for Family Court that will be used by the Family Court Judge to determine whether or not the child can remain placed at the QRTP level of care; and

WHEREAS, a Qualified Individual (QI) for the purpose of conducting assessments of youth in foster care in accordance with the federal Family First Prevention Services Act and corresponding New York State standards is required to be a mental health clinician with a minimum of two (2) years of experience in the child welfare field; and

WHEREAS, Cayuga County Mental Health has staff who meet those specific qualifications required to be a Qualified Individual; and

WHEREAS, Cayuga County Mental Health desires to conduct assessments and complete reports pertaining to foster care youth placed in QRTP's at a cost of \$100.00 per unit of service up to a total maximum of \$2,500 per youth assessed; and

WHEREAS, due to FFPSA's very strict time frames related to when assessments and reports must be completed and submitted by a QI, it would be beneficial to have more than one voluntary agency contract with the Department of Social Services to complete these assessments on foster care youth; and

WHEREAS, the Department of Social Services desires to contract with Cayuga County Mental Health; NOW, THEREFORE, BE IT

RESOLVED, that the Chair of the Legislature and the Commissioner of Social Services are hereby authorized to enter into a contract with Cayuga County Mental Health for a contract period of October 1, 2022, through December 31, 2023, and upon such form as may be approved by the County Attorney. Any eligible costs will be reimbursed by federal and state aid where applicable.