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## Building & Code Updates

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Mark Washburn, NYS CEO, Certification No. 1020-0364 December 1 -December 31, 2023

### Plan Reviews

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- 5 discussions about upcoming projects
- 14 site visits Job site check in.

### Site Visits

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- Ongoing monitoring of Erosion Plan, visited 4 times no issues
- 7 Site meetings with contractors
- 3 visit regarding erosion issues Willow point Rd

### CEO Activity

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- 4 Foundation/Footer inspections/ 0 reinspection's
- 4 Framing inspections/ 1 reinspection's Issue resolved.
- 4 Plumbing inspections/ 2 reinspection
- 4 Final inspection/0 Reinspection
- Code research for 10 different issues approximately 7 hours
- Plan review for 1 new home builds
- Removed unsafe placard on Taughannock Blvd Derelict home removed
- Follow up safety meeting with grassroots regarding 2023 festival.
- 1 C of O's – 3 C of Cs
- Permits issued 5, Fees collected \$1,073 with cost of projects at \$200,792

## Building & Code Updates

Mark Washburn, NYS CEO, Certification No 1020-0364

Reporting Period November 1 – November 3, 2023

SBL	Violation	Code	Action	Status
	Erosion control		4x Site visit No issues	Ongoing
12.-4-9	Rubbish, Vehicles, Fire road violation Protective covering violations	Property maintenance code 301.2, 302.3, 302.8, 304.2 Fire Code 503.4	Last pile being cleaned up	Property is now in compliance with violations in red
20.-3-9.22	Cars, Rubbish	Multiple Property Maintenance code, Fire Code violations	Clean up and comply with DD regulations	New information Working with property owner

## Highway Report

### Roads:

Mowed Back Rabbit Run Road

Cut out portions of Parke Ln Road and resurfaced

Salted Roads on 12/11, 12/19 and Jan 4

Ditched sections of Curry roads and Honey Bee Lane and Garrett

Tree fallen in roads, cleaned up on Glenwood rd and Rabbit Run

Clean Debris from Culvert on Colegrove road, Near S curve

### Maint:

Backhoe oil and Filter

T1 oil and Filter

Stone hitch on T21

### Misc:

Haul Item 4

Haul Crusher run for Village

**Town of Ulysses Clerk's Office**  
**MONTHLY REPORT for DECEMBER 2023**

*Submitted by Carissa Parlato*

<b>LICENSES/PERMITS issued:</b>	<b>#</b>
Sporting licenses	4
Disabled parking permits	12
Dog licenses and renewals	29
Marriage licenses	1
Plumbing permits	0
Address assignments	2
Notarizations	7
FOIL requests-received	1
FOIL requests-completed	1

<b>FINANCIAL REPORT:</b>	
\$4042.50	TOTAL fees collected
\$3920.97	stays in the town
\$121.53	goes to the state

**CLERK'S OFFICE TASKS:**

- General:
  - mail, answered inquiries on various topics, attended town board meetings and took minutes, kept website current, provided notary services, issued licenses (marriage, dog, sporting) and disabled parking permits, collected building & zoning fees, assigned new addresses, participated in weekly Supervisor/Clerks office meetings, sent weekly e-newsletters, contract management, coordinated building use/equipment sign out, FOIL requests, ordered supplies, posted meetings & videos
  - Prep for Organizational Meeting
  - Work with Blix & Michelle on updating new employee on-boarding
  - Work with Mollie to transition issuing new house numbers to BCPZ dept.
- Tax Collection:
  - Prepare for 2024 collection
  - Begin collection on 12/27
- Water:
  - Continued transition to new billing software
  - Training with Ti-Sales for use of new meter reader software
  - Next billing Feb. 15
  - Work with Mollie to transition new water hookups to BCPZ office
- Sporting Licenses:
  - Continue to sell hunting licenses
- Dog Census:
  - paused until Feb. due to Spec Election
- Social Media & website
  - Share info on Facebook
  - Train Mollie on website updates
- IT:
  - Meeting with A2K
- Records Mgmt

- Fulfill FOIL requests- coordination with other departments to fulfill
- Special Election:
  - Prep and run election with assistance from attorney, TC Board of Elections poll workers
- Cross reconciliation of bank statements with Bookkeeper
  - Reviewed bookkeepers' stmts

## Recreation Department Report

January 4, 2024

Created by: Will Glennon, Recreation Director

### Adult Recreation Programming

- Adult recreation programs will begin over the course of the next few weeks. Currently we will be offering three sessions of volleyball, and one each of soccer, basketball, and yoga. Two sessions of pickleball will begin in the coming weeks as well, once the schedule has been approved.
- Currently there are a total of 100 registrations for the adult recreation programming.

### Winter youth programming and administration

- The youth basketball clinic will start up again on Saturday, January 6th and will continue through until Saturday, February 10th. There are a total of 81 registrations for the youth clinic.
- The travel team based basketball program has four teams for this winter and will participate in the new basketball league formed.
  - Girls basketball - 8 players
  - Boys 3rd/4th - 15 players
  - Boys 4th/5th - 10 players
  - Boys 6th - 13 players
- The teams started their seasons on December 16th and will continue to play games against surrounding communities through until the weekend of February 17th and 18th.
- The basketball jerseys have been delivered.
- A new winter track program will also resume on January 6th. The first meet at Barton hall is scheduled for January 21st. Team jerseys have been ordered and will be delivered to the team shortly.
- A new session of the 5-hour drivers education course will be offered in February.

### General administration

- Attended the monthly youth commission meeting on January 2nd.
- Discussed the topic of independent photographers taking individual and team photos for recreation sports. This has been an extra cost to parents and not part of what is offered with the registration fee. Photographs will no longer be facilitated by the recreation program moving forward.
- Ryan Holmes (camp director and youth development) will be assisting with recreation programming at limited hours beginning in January and moving forward.
- Payment vouchers for shirts, referees, and recreation instructors will be paid out in January.



**Work Activities**

**Insurance Related**

- 2024 coverage execution

**Financially Related**

- Investment related communications

**Finance Committee**

- Fund Balance Policy Update

**Multi-year Planning**

- No significant work this period

**Budget Related**

- Review of 2023 end of year estimates compared to actuals
- Monthly financial statement review
- Voucher review
- 2024 Adopted Budget: modifications
- ARPA related

**Asset Management**

- IT update related work, see active projects section

**Stormwater Long Term Planning**

- No significant work this period

**Water District 3 Related**

- Working group coordination and communications
- Budget monitoring

**Recreation Department Administration**

- County grant related admin: camp scholarship

**Bookkeeper Supervision**

- Review of monthly financial statements
- Budget related work
- HR related matters
- New employee orientation development support

**Compliance Related**

- ADA accessibility related communications for Town website

**Miscellaneous/General Town Work**

- 2024 Organizational Meeting: resolution development
- Standing weekly meetings: Clerk, Supervisor, Bookkeeper, Project Assistant
- Resolution drafting, agenda packet related work
- Organization of once-a-month staff walk
- Climate Smart Communities Recertification process related activities

**Transportation**

- BRIDGE NY application related communications for Maplewood Hairpin Culvert

**Emergency Planning & Hazard Mitigation**

- No significant work activity for this period—place holder for future reports

**Procurement Related Updates**

- No significant work activity for this period—place holder for future reports

**Safety Committee**

- No significant work activity for this period—place holder for future reports

**General Water**

- No significant work activity for this period—place holder for future reports



## Active Projects Update

- **IT Related: Modernization Strategic Plan Execution**
  - Continued work with IT support provider and staff
  - Email security system “Barracuda” launch preparation
- **DEC NPS Planning Grant**
  - DEC contract execution process
- **DEC Climate Smart Communities Comp Plan Update**
  - Status: DEC contract fully executed
- **BRIDGE NY Curry Road**
  - Contract execution with NYSDOT
  - Contract review and related communication with B&L
- **Cemetery Road Bridge over Trumansburg Creek (NYSDOT 95% funded with FHWA money, Barton & Loguidice Engineers)** Process update as of 1/4/24: final payment was received on 12/28/23. This project is finally considered closed out.

## Upcoming

- Budget process development
- Grant Administration:
  - CSC DEC: admin and reporting
  - NPS DEC: contract making
  - BRIDGE NY: admin and initial action steps
- End of year related activities

## Meeting & Training Notes

### **Grants Management in SFS: Grant Claims Vendor Session 12/21/23 9 -10am**

- Hosts: Alex DeFrancesco (SFS admin); Kelsey Mitchell; Tim Ryan
- Icons on home page are called tiles
- Invoice id = ToU system number
- Claim number produced for future tracking
- State Agency Contract Type: noted on first page of agreement
- Contract Period
  - Fixed term = Contract period is always 1
- Expenditure info
  - Previous cumulative
  - Current cumulative = previous + in process
  - In process
- All attachments must be in PDF format
  - File size limit: submit documentation by claim line to assist reviewers and to limit file size
- Going back to a saved claim (i.e. “in process”) via “manage claims” tile
- Grants Gateway will be available for reference post transition
- SFS Vendor Portal Access Guide
  - Roles mapping needed for single vendor user ID:
    - Claim initiator
    - Claim Certifier and Submitter

### **ITCTC Joint Planning and Policy Committee Meeting 12/19/23 1-2pm**

- City of Ithaca bike parking audit: <https://www.bikewalktompkins.org/bike-parking>
  - 2.5% set aside funding is suggesting using this as a launch pad throughout the County
  - 2.5% set aside is particular for planning and carbon reduction efforts
- Safe Streets for All Project: multi-municipal project with federal funding advancing. 11 municipalities including County.
- Green House Gas Emissions reduction requirements coming down from federal level, more information coming in the next year. It will affect our long-range plan.
- Long range plan: looking for comments.
- Solar eclipse April 8th 2024: planning for transportation logistics to plan for the mass exodus right after the eclipse. Tompkins County is just outside of path of totality. Last solar eclipse saw a lot of traffic issues within the path of totality.
- County: seeking interest from municipalities in bulk bid for EV charging stations
- City of Ithaca updates
  - Black Diamond Trail footbridge over flood control channel will be open temporarily over winter, closed for period for finishing
  - South Albany Street open for winter, closed briefly in spring for finish paving
  - SMART grant federal for TCAT, school buses and fire trucks
  - Harm reduction program, finalizing scope and budget, starting with conceptual bike network, cycling network plan that City would adopt and includes starting design on some corridors; cycling and pedestrian improvements
  - Floral Ave. pedestrian and biking safety improvements planning project underway
- County: priority trails network update going before Legislature 12/19/23
- DOT updates
  - TAP application reviews are starting
  - BRIDGE NY new round
  - Funding targets for other projects are currently being developed

### **Grants Management in SFS: Grant Contracts & Progress Reports Vendor Session 12/19/23 10-11am**

- Hosts: Alex DeFrancesco; Kelsey Mitchell; Tim Ryan
- Not all granting agencies use all modules from SFS
- Grants Gateway will be retired on January 16, 2024
- Agenda: contract execution and progress reports
- You must reestablish roles from Grants Gateway
- Contracts will move over from Grants Gateway
- Grant contracts
  - Preview contract
  - Budget updating
- Progress reports
  - State agency will have control over which work plan items/performance measures show up on each progress report
  - Will need the following roles: grants contract collaborator, grant contract editor, grants contract approver, progress report processor
- Role mapping is available on 1/2/24
  - Corresponding functions will not be available until 1/16/24

### **GIS & Stormwater Management 12/12/23 1-2pm**

- 2ndNature

- Nicole Beck: Founder and President
  - Collaborating with stormwater professionals
  - <https://www.2ndnaturewater.com/>
- ESRI
  - Francis Kelly: ESRI
  - Adam Carnow: public works specialist
- Navigating stormwater challenges
- Geospatial Imperative: is now a “must have”
  - Geographic Information System
    - Software
      - Enterprise runs on servers
      - Online
      - Pro: on computer or phone
- Using GIS for asset data management is a stepping stone for multiyear planning for asset life cycle

**AGREEMENT**

AGREEMENT, made as of the first day of July, 2024, by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York with main offices in the Tompkins County Courthouse at 125 E. Court Street, Ithaca, New York, hereinafter referred to as “the County” and **TOWN OF ULYSSES**, a municipal corporation of the State of New York with offices at 10 Elm Street, Trumansburg, New York, hereinafter referred to as “the Town”.

WITNESSETH:

WHEREAS the parties hereto wish to enter into an agreement to participate in the Tompkins County Youth Services Program,

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties agree as follows:

1. The term of this agreement shall be from **January 1 through December 31, 2024**. Time period covered by this agreement has been adjusted due to on-going work and discussions between parties.
2. The Town agrees to provide the youth services as described in its program proposals on file at the County Youth Services Department in accordance with locally approved planning group guidelines.
3. Town agrees to designate and maintain an active youth planning group.
4. The Town agrees to provide the necessary record keeping and monitoring to comply with the program reporting and claiming procedures of the County.
5. Claims for reimbursement for payments made by the Town may be submitted quarterly. In any event the Town agrees to submit all claims within 15 days after the end of the calendar year.
6. The Town also agrees to submit all program reports required by the due date set forth.
7. The County will reimburse the Town up to a total not to exceed the sum of **\$30,328** of allowable documented expenses as outlined in the approved program plan and budget on file with the Tompkins County Youth Services Department.
  - a. *Youth Development Programming, College Tours & Civic Engagement - reimbursement to the Town at 50% of properly documented, allowable expenses up to the amount of **\$17,904**.*
  - b. *Youth Employment Program - reimbursement to the Town at 50% of properly documented, allowable expenses up to the amount of **\$12,424**.*
8. It is understood between the parties that any persons hired or contracted with by the Town are not employees of the County.
9. Tompkins County encourages the payment of livable wages whenever practical and reasonable.

10. It is the responsibility of the municipality to execute any subcontracts with other providers authorized in the Program Plan and Budget and to provide the Tompkins County Youth Services Department with a copy.
11. No youth shall be denied access to any county-supported program because of race, creed, color, gender, sexual orientation, national origin, disability, or ability to pay.
12. The Town certifies to the County that the programs and services to be provided and described herein are accessible for the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
13. The Town agrees that it will comply with federal, state, county, and other applicable laws regarding work under municipal contracts, matters of employment, length of hours, Workers' Compensation, and human rights, which pertain to this agreement and the services to be provided.
14. REGULATORY COMPLIANCE. The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at [www.tompkins-co.org](http://www.tompkins-co.org), or a copy can be obtained by contacting Tompkins County Department of Administration.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers, and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the Contractor provides healthcare services, the Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer, or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

By signing this contract, the Contractor attests to the fact that the Contractor and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

15. The Town shall release, waive, indemnify, hold harmless, and defend the County and its officers, employees, agents and elected officials from and against any and all claims, demands, actions,

causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the County and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the Town, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the County. The indemnification will survive the term of this Agreement whether it is terminated or expired. The Town shall maintain the minimum limits of insurance as outlined by this Agreement in **Attachment A** or as required by law, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DATED: \_\_\_\_\_

\_\_\_\_\_  
**County of Tompkins**  
**Jessi Spudis**  
**Risk & Compliance Administrator**

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Katelin Olson**  
**Supervisor, Town of Ulysses**

**ATTACHMENT A:**

Contractor/Subcontractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

**A.) Workers' Compensation and New York Disability**

**Workers' Compensation**

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption form NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

**Disability Benefits Requirements**

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

**B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations**

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents, and elected officials are to be included as **Additional Insured's on a primary and non-contributory basis.**
- Contractor, owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) AND CG2037 (04/13) or CG2037 (04/13) AND CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

**C.) Commercial Umbrella** \$1,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- Tompkins County and its officers, employees, agents, and elected officials are to be included as Additional Insured's on a primary and non-contributory basis.
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.

**D.) Waiver of Subrogation**

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents, and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by the New York State and have an A.M. Best's Key Rating no lower than "A-X". Proof of insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.