

Regular Monthly Meeting
VILLAGE OF TRUMANSBURG
BOARD OF TRUSTEES
Agenda
October 13, 2020
7:00pm

Zoom Meeting ID: 81502437206

Call-in number: (929)436-2866

1. (7:00) CALL TO ORDER
2. (7:00) CHANGES TO AGENDA
3. (7:01) APPROVAL OF MINUTES – 9/10/2020 & 9/14/2020
4. (7:05) PRIVILEGE OF THE FLOOR
5. (7:20) GREGG ST. FOOTBRIDGE UPDATE – Alan Vogel & Andy Sciarabba
6. (7:30) STORMWATER UPGRADES – MRB Group
7. (7:45) REPRESENTATIVES
8. (8:00) BOARD MEMBER REPORTS
 - a. MAYOR – Hart
 - i. Appointment To Fill Vacancy – Planning Board
 - ii. Informational – Deputy Mayor, Planning Board Chair, CPZR
 - iii. EO 203/”Police Reform” Meetings Format/Tentative Dates
 - iv. DASNY Grant
 - v. GTCMHIC MCA
 - b. FIRE/TACC – Giles
 - c. EMS/YOUTH/STAC – Carver
 - d. DPW/WATER/SEWER/CPZR/Farmers Market – Darfler
 - i. September Late Fees
 - ii. Draft Sewer Law
 - e. POLICE – Hannon
 - i. Halloween Planning
 - ii. Speed Bumps
 - iii. Body Cam Update
 - f. TREASURER – Badalamenti
 - i. Leaf Truck Lease Finance Resolution
 - g. CLERK – Morse
9. (9:00) OLD BUSINESS
 - a. NYPA Authorization
 - b. NYSEG Agreements
 - c. Village Website Update
 - d. Village Hall HVAC Update
10. (9:20) NEW BUSINESS
11. (9:25) APPROVAL OF ABSTRACTS
12. (9:35) PRIVILEGE OF THE FLOOR
13. (9:50) EXECUTIVE SESSION
14. (10:00) ADJOURNMENT

Meeting Materials and Information Available Online or in Hard Copy Upon Request

VILLAGE OF TRUMANSBURG Special Board Meeting September 10, 2020 6:05 pm	Date: September 10, 2020 Time: 6:05 pm to 8:15 pm Location: <i>Meeting held by Zoom</i> <i>Recording available at:</i> https://www.youtube.com/watch?v=4ktap1RcQuc&fbclid=IwAR1Mo1rJlxVio9tq-u6dfnv2d3eNdavOT-o8osAs-h5oeMDAXEPZESlc1sw
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BOARD MEMBERS PRESENT: Mayor Hart, Trustees Carver and Darfler, Deputy Mayor Debbie Watkins and Trustee Hannon was Excused.

OFFICERS PRESENT: Village Clerk Tammy Morse, Deputy Clerk Morgan Surine, and Treasurer Victoria Badalamenti.

Mayor Hart called the Meeting to order at 6:05 pm

DECISIONS							
MOTIONS	MOVED	SECOND	VOTE				
			<u>Carver</u>	<u>Darfler</u>	<u>Hannon</u>	<u>Hart</u>	<u>Watkins</u>
Fire & EMS Budget Discussion	NO ACTION TAKEN						
A MOTION by Trustee Carver to go into Executive Session at 8:12 pm for Personnel reasons was Seconded by Trustee Darfler.	Carver	Darfler	Aye	Aye	Absent	Aye	Absent
A MOTION by Trustee Carver to return to Open Session at 8:15 pm was Seconded by Trustee Darfler.	Carver	Darfler	Aye	Aye	Absent	Aye	Absent
A MOTION by Trustee Carver to adjourn at 8:15 pm was Seconded by Trustee Darfler.	Carver	Darfler	Aye	Aye	Absent	Aye	Absent

Mayor Hart adjourned the meeting at 8:15 pm.

Respectfully Submitted,
 Morgan Surine, Deputy Clerk

VILLAGE OF TRUMANSBURG
 Regular Board Meeting
 September 14, 2020
 7:03 pm

Date: September 14, 2020
 Time: 7:03 pm to 10:42 pm
 Location: Meeting held by Zoom
 Recording available at:
<https://www.youtube.com/watch?v=t2h-q02qvaw>

BOARD MEMBERS PRESENT: Mayor Hart, Deputy Mayor Watkins, Trustees Ben Carver, Ben Darfler, and Keith Hannon.

OFFICERS PRESENT: Village Clerk Tammy Morse, Deputy Clerk Morgan Wright, and Treasurer Vicki Badalamenti.

Mayor Hart called the Meeting to order at 7:03 pm

DECISIONS							
MOTIONS	MOVED	SECOND	VOTE				
			<u>Carver</u>	<u>Darfler</u>	<u>Hannon</u>	<u>Hart</u>	<u>Watkins</u>
A MOTION by Deputy Mayor Watkins to Approve the 8/10/2020 Minutes was Seconded by Trustee Carver.	Watkins	Carver	Aye	Aye	Aye	Aye	Aye
Representatives: Anne Koreman Email received from Marc Devokaitis	NO ACTION TAKEN						
A MOTION by Trustee Darfler to take \$3,150.00 out of the fire station maintenance for sprinkler replacements was Seconded by Trustee Carver.	Darfler	Carver	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Hannon to transfer up to \$8000.00 from the Police Medical Insurance to Police Equipment for the purchase of body cameras was Seconded by Trustee Darfler.	Hannon	Darfler	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Carver to approve 19-20 Budget Modifications was Seconded by Deputy Mayor Watkins.	Carver	Watkins	Aye	Aye	Aye	Aye	Aye
A MOTION by Deputy Mayor Watkins to authorize Mayor Hart to sign the leaf truck lease was Seconded by Trustee Carver.	Watkins	Carver	Aye	Aye	Aye	Aye	Aye
A MOTION by Deputy Mayor Watkins to Adopt resolution for the 1 st of 5 payments in the amount of \$19,000.00 subject to Permissive Referendum for the leaf truck was Seconded by Trustee Hannon.	Watkins	Hannon	Aye	Aye	Aye	Aye	Aye
A MOTION by Deputy Mayor Watkins to authorize Mayor Hart to sign Municipal Solution agreement was Seconded by Trustee Carver.	Watkins	Carver	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Carver to authorize	Carver	Darfler	Aye	Aye	Aye	Aye	Aye

DECISIONS							
MOTIONS	MOVED	SECOND	VOTE				
Mayor Hart to sign confidentiality agreements between the Village and NYSEG was Seconded by Trustee Darfler.							
A MOTION by Trustee Carver to appoint Marc Devokaitis to EMC & STACC was Seconded by Trustee Darfler.	Carver	Darfler	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Carver to adopt TCOGG resolution with edits was Seconded by Trustee Darfler.	Carver	Darfler	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Carver to Approve Abstract #4 expenses in the General Fund was Seconded by Deputy Mayor Watkins.	Carver	Watkins	Aye	Aye	Aye	Aye	Aye
A MOTION by Deputy Mayor Watkins to Approve Abstract #4 expenses in the Water Fund was Seconded by Trustee Carver.	Watkins	Carver	Aye	Aye	Aye	Aye	Aye
A MOTION by Deputy Mayor Watkins to Approve Abstract #4 expenses in the Sewer Fund was Seconded by Trustee Carver.	Watkins	Carver	Aye	Aye	Aye	Aye	Aye
A MOTION by Deputy Mayor Watkins to Approve Abstract #4 expenses in the EMS Fund was Seconded by Trustee Carver.	Watkins	Carver	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Darfler to Approve Abstract #4 expenses in the T&A Fund was Seconded by Deputy Mayor Watkins.	Darfler	Watkins	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Hannon to go into Executive Session at 9:20 pm for Personnel issues was Seconded by Trustee Darfler.	Hannon	Darfler	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Carver to return to open session at 10:41 pm was Seconded by Trustee Darfler.	Carver	Darfler	Aye	Aye	Aye	Aye	Aye
A MOTION by Trustee Darfler to adjourn at 10:42 pm was Seconded by Trustee Carver.	Darfler	Carver	Aye	Aye	Aye	Aye	Aye

Mayor Hart adjourned the meeting at 10:42 pm.

Respectfully Submitted,
Morgan Surine, Deputy Clerk

October 8, 2020

Honorable Rordan Hart, Mayor
Village of Trumansburg
56 East Main Street
Trumansburg, NY 14886

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
VILLAGE OF TRUMANSBURG – STORMWATER INFRASTRUCTURE IMPROVEMENTS**

Dear Rordan:

MRB Group is pleased to provide a proposal for professional services for the design of stormwater drainage improvements along East Seneca Road and Congress Street within the village limits. Based on indications by village personnel and site visit with MRB Group on August 18, 2020 – there is a need to design and construct additional stormwater improvements in these areas to mitigate flooding and pooling.

I. Background

MRB Group performed a site visit on August 18, 2020 and met with Village DPW staff to review isolated locations within the village prone to flooding/pooling. This site visit was in response to the Village receiving grant dollars through the State and Municipal (SAM) Facilities Program for roadside drainage improvements. A SAM Grant application was submitted by the Village in February 2020 and was supported by a Stormwater Infrastructure Findings Report (dated November 3, 2018) prepared by MRB Group. On July 28, 2020 the Village was notified of SAM Grant award of \$125,000. MRB has been tasked with maximizing the use of the grant dollars to improve stormwater drainage within village limits.

The scope of improvements targeted for this project, which were identified in the Stormwater Infrastructure Findings Report, include the following:

A. Stormwater Infrastructure

MRB Group Stormwater Infrastructure Findings Report provided stormwater mapping to the Village Board which identified stormwater infrastructure (catch basins, culverts, swales, etc.), locations with inadequate stormwater infrastructure and areas either identified by village personnel or community members that have known flooding/pooling.

East Seneca Road near the residential properties of 62 & 64 were identified in the Findings Report for having an undersized drainage culvert which has resulted in flooding in this area. Additionally, the Findings Report identified the lack of stormwater infrastructure in the northern portion of village where topography is generally flat and not conducive to supporting stormwater infrastructure. East Seneca Street and Congress Street both generally fall in this category as identified in the Findings Report.

II. Scope of Services and Compensation

MRB Group will provide the scope of services as described below which is based on the design and bidding of a single General Contract:

- A. Topographic Survey – includes onsite surveying in the general vicinity of 62 East Seneca Road, Congress Street (south of Seneca Street to Strowbridge Street) and Seneca Street between Washington and Congress Street.
 - 1. Provide a topographic survey and utility survey upstream and downstream of the existing East Seneca Road drainage culvert. The survey will define existing topographic features, utilities, structures, drainage swales, roadways, and pavement limits to the extent identifiable in the field. Existing Water/Sanitary services are expected to be located by the village ahead of field surveying so that locations can be incorporated into design documents.
 - 2. Prepare base mapping from survey information. Base mapping will be used for the preparation of drawings for incorporation into construction contract drawings.

3. Obtain approximate location of existing highway rights-of-way through any visible property pins and monumentation, along with use of tax mapping.

Subtotal of A, Items 1-3 \$3,000.00

B. Design – Preparation of design drawings and technical specifications for the drainage improvements identified along East Seneca Road and Congress Street.

1. Hydrologic assessment of contributing area for northern portion of village (north of Trumansburg Creek) that contribute to drainage outlet along East Seneca Road to the east of Prospect Street.
2. Hydrologic assessment of Seneca Street and Congress Street to size the proposed drainage culvert to align North/South along Congress Street (between Seneca Street and Strowbridge Street).
3. Investigate and evaluate existing infrastructure along East Seneca Road for hydraulic capacity of wet weather storm events.
4. Design new stormwater infrastructure based on wet weather storm events and associated hydrologic contributing area.
5. Prepare design drawings and technical specifications for the drainage improvements.
6. Coordinate with Village and identify what portions of the design may be defined as 'alternate' items into the contract documents to help village maximize grant dollars.
7. Provide Contract documents for public bid of the work using EJCDC Standard Terms and Conditions.
8. Submit Contract Documents to the SAM Facilities Program, as required for approval.

Subtotal of B, Items 1-8 \$13,900.00

C. Bidding – MRB will develop documents for a public bid and assist the Village with the bidding process.

1. Prepare Bid Documents: MRB Group will prepare an advertisement for bid to be published by the Village, coordinate publication of the bid documents and distribute the documents on behalf of the Village. One set of plans will be provided to the Village to allow local contractors to review the plans and specifications at the Village Hall. Electronic bidding documents will be made available on TeamAvalon.com
2. Addenda: MRB Group will prepare addenda based on questions and comments received from bidders during the bid process and distribute in PDF format.
3. Bid Opening: MRB Group will attend the bid opening and review the bids received for completeness and conformance with the bidding requirements. A bid review and summary will be provided to the Village for their assistance in awarding the contracts.
4. Conformed Set of Documents: After bids are received and award made, MRB will incorporate addenda issued during the bidding process and will include required bonds and insurances.

Subtotal of C, Items 1-4 \$3,800.00

Total Compensation \$20,700.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

It is anticipated that survey field work would begin in October with design wrapped up in December. Project would be advertised to bid January/February 2021 to target spring construction. Given the likely need

for asphalt restoration (residential driveways), beginning construction prior to Spring 2021 may not increase project completion time.

IV. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. State Environmental Quality Review (SEQR) Process.
- B. Design of East Seneca Street drainage Improvements or other improvements not identified herein.
- C. Boundary survey
- D. Coordination of any private easements, as required for completion of construction activities.
- E. Grant Administration – provide assistance with documentation and reporting for the grant components of the Project. Assist with needed reporting for grant disbursements and any progress reporting.
- F. Geotechnical Investigation (cost determined by solicitation)
- G. Design and detailing of headwalls built/maintained by residential owners. It is assumed that the failed fieldstone headwall will be rebuilt by the property owner after completion of the drainage improvements.
- H. Construction Observation which can be performed at an **hourly rate of \$85/hour (plus mileage)**, as requested by the Village. Discussions with Village indicated that village DPW personnel will handle construction inspections.
- I. Construction Administration to include but not limited to: issuing Notice to Proceed, processing monthly payment applications, review shop drawings and submittals, respond to RFI's and RFP's, issue clarifications and change orders as required, issue Substantial Completion and provide punch lists to contractors. Construction Administration phase can be performed hourly, as requested by the Village.

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

VI. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,



Matthew R. McKenna
Senior Civil Engineer

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James J. Oberst, P.E., LEED AP
Executive Vice President/COO

Enclosure

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
Signature	Title	Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.



Greater Tompkins County Municipal Health Insurance Consortium

125 East Court Street • Ithaca, New York 14850 • (607)274-5590

www.healthconsortium.net • consortium@tompkins-co.org

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

2020 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (adopted September 24, 2020)

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

WHEREAS:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

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

2020 Municipal Cooperation Agreement

Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

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

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

Municipality Name	Effective Date
Town of Montezuma	1/1/2017
Town of Moravia	1/1/2017
Town of Preble	1/1/2017
Town of Scipio	1/1/2017
Town of Springport	1/1/2017
Village of Union Springs	1/1/2017
Town of Homer	1/1/2018
Town of Newfield	1/1/2018
Town of Owasco	1/1/2018
County of Seneca	1/1/2019
Town of Big Flats	1/1/2019
Town of Mentz	1/1/2019
Town of Niles	1/1/2019
Town of Sennett	1/1/2019
Village of Freeville	1/1/2019
Village of Horseheads	1/1/2019
Village of Lansing	1/1/2019
Town of Horseheads	1/1/2020
Town of Spencer	1/1/2020
Lansing Library	1/1/2020
Village of Watkins Glen	1/1/2020

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

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

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

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

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

B. PARTICIPANT LIABILITY.

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

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

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

- a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.
- b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

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

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

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

4. No Director may represent more than one Participant.

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

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

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

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

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

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

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

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

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

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

- a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
- b. Each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
- c. The Labor Representatives shall be entitled to one (1) vote each.

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

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

E. ACTIONS BY THE BOARD

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

- a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
- b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
- c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).

- d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709, a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), the Board may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

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

- a. To fix the frequency, time and place of regular Board meetings.
- b. To have a plan consultant (the "Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1st of each year.
- c. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.
- d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.
- f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

F. EXECUTIVE COMMITTEE

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

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

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

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

5. The Executive Committee shall:

- a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.
- b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.

- c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.
- d. Develop Bylaws for its operations.
- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Annually appoint a treasurer (the "Treasurer") who may or may not be a Director and who shall be the treasurer, or equivalent financial officer, for one of the Participants. The Treasurer's duties shall be determined by the Chief Fiscal Officer to whom he/she will report.
- h. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

G. OFFICERS

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

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

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

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

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

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

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

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

I. CHIEF FISCAL OFFICER

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and tasks to the Treasurer to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium's finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the City Controller of the City of Ithaca. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Consortium shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.

2. All monies collected by the Chief Fiscal Officer relating to the Consortium, shall be maintained and administered as a common fund. The Chief Fiscal Officer shall, notwithstanding the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board and as deemed acceptable to the Superintendent.

3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.

4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

5. The Chief Fiscal Officer may invest monies not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date, and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Consortium's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund; and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

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

J. PLAN ADMINISTRATOR

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

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

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

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

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members,

an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.

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

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

L. PREMIUM CALCULATIONS/PAYMENT.

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

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

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

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

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

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

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

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

O. REPORTING.

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

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

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

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

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

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

P. WITHDRAWAL OF PARTICIPANT

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

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

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

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

Q. DISSOLUTION; RENEWAL; EXPULSION

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

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

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been

satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

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

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

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

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters

relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.
6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by a majority vote of their respective legislative bodies, as required by N.Y. Insurance Law § 4705(a).

U. CONFIDENTIALITY

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

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.
5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.
6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.
7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.
8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.
9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.
10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

X. APPROVAL, RATIFICATION, AND EXECUTION

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.
2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium

and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Pages Follow]

DRAFT

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

DRAFT

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

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



Greater Tompkins County Municipal Health Insurance Consortium

125 East Court Street • Ithaca, New York 14850 • (607)274-5590

www.healthconsortium.net • consortium@tompkins-co.org

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

2021 AMENDMENT TO THE MUNICIPAL COOPERATION AGREEMENT (Adopted September 24, 2020; effective January 1, 2021)

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

WHEREAS:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental,

2021 Municipal Cooperation Agreement

and/or vision) to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Medical Plan(s)"), as that term is defined by Section 4702 (e) of the Insurance Law.

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

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

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

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

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

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

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

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

B. PARTICIPANT LIABILITY.

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

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

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

- a. In the event the Consortium does not have admitted assets (as defined in Insurance Law Section 107) at least equal to the aggregate of its liabilities, reserves, and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.
- b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

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

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

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

4. No Director may represent more than one Participant.

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

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

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

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

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

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

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

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

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

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

- a. Each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
- b. Each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
- c. The Labor Representatives shall be entitled to one (1) vote each.

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

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

E. ACTIONS BY THE BOARD

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

- a. In accordance with N.Y. Insurance Law § 4705 (d) (5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 1st of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Medical Plan(s) on the basis of a community rating methodology in accordance with N.Y. Insurance Law Section 4705(d)(5)(B) and filed with and approved by the Superintendent.
- b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Insurance Law § 4705 (e)(1).
- c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Insurance Law § 4705(d)(4).

- d. To select and approve the benefits provided by the Medical Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Insurance Law Section 4709, a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), the Board may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

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

- a. To fix the frequency, time and place of regular Board meetings.
- b. To have a plan consultant (the “Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1st of each year.
- c. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.
- d. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- e. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.
- f. Annually elect Directors to the Executive Committee to oversee operations and develop recommendations for Board actions stated in this Section E.

F. EXECUTIVE COMMITTEE

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

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

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

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

5. The Executive Committee shall:

- a. Conduct business according to its Bylaws within its delegated authority, subject to approval and/or ratification of its actions at the next scheduled Board meeting.
- b. Create sub-committees as necessary to monitor operations and make recommendations, to the Executive Committee and/or Board, to facilitate operations.

- c. Manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.
- d. Develop Bylaws for its operations.
- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Annually appoint a treasurer (the "Treasurer") who may or may not be a Director and who shall be the treasurer, or equivalent financial officer, for one of the Participants. The Treasurer's duties shall be determined by the Chief Fiscal Officer to whom he/she will report.
- h. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

G. OFFICERS

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

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

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

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY

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

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

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

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

I. CHIEF FISCAL OFFICER

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and tasks to the Treasurer to assist in accomplishing this function. However, the Chief Fiscal Officer may never delegate his/her ultimate authority and shall remain responsible for ensuring that the Consortium's finances are operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be the City Controller of the City of Ithaca. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Consortium shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.

2. All monies collected by the Chief Fiscal Officer relating to the Consortium, shall be maintained and administered as a common fund. The Chief Fiscal Officer shall, notwithstanding the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board and as deemed acceptable to the Superintendent.

3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.

4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.

5. The Chief Fiscal Officer may invest monies not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date, and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Consortium's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund; and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

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

J. PLAN ADMINISTRATOR

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

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN

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

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

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members,

an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.

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

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

L. PREMIUM CALCULATIONS/PAYMENT.

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

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

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

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

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

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

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

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

O. REPORTING.

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

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

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

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

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

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

P. WITHDRAWAL OF PARTICIPANT

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

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

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

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

Q. DISSOLUTION; RENEWAL; EXPULSION

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

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

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been

satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

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

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

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

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters

relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.

2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.

3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.

4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.

5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting.

6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by a majority vote of their respective legislative bodies, as required by N.Y. Insurance Law § 4705(a).

U. CONFIDENTIALITY

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

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.
5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.
6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.
7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.
8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.
9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.
10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

X. APPROVAL, RATIFICATION, AND EXECUTION

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.
2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium

2021 Municipal Cooperation Agreement

and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

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

**Approval of the 2020 and 2021 Amendments to the Municipal Cooperative Agreement for the
Greater Tompkins County Municipal Health Insurance Consortium**

WHEREAS, the **Village of Trumansburg** is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010) and the 2020 and 2021 Amendments that provide for the operation and governance of the Consortium, and

WHEREAS, Article 47 of the New York Insurance Law (the "Insurance Law") and the rules and regulations of the New York State Department of Financial Services set forth certain requirements for governance of municipal cooperatives that offer self-insured municipal cooperative health insurance plans, and

WHEREAS, the Agreement sets forth in Section Q2 that continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary date and upon acceptance of any new Participant hereafter, and

WHEREAS, by motion 005-2020 and _____ the Consortium's Board of Directors recommends approval of the 2020 and 2021 amended agreements based on review of the document by the Governance Structure/MCA Review Committee, the New York State Department of Financial Services, and the Consortium's legal counsel, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by its municipal board,

WHEREAS, the **Village of Trumansburg** is in receipt of the proposed amended Agreement(s) and has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the attached 2020 and 2021 Amended Municipal Cooperative Agreements, now therefore be it

RESOLVED, that the **Village of Trumansburg** approves and authorizes the Mayor to sign the 2020 and 2021 Amendments to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium, and

RESOLVED, further, that the Clerk of the **Village of Trumansburg** is hereby authorized to execute this Resolution to indicate its approval, transmit a copy thereof to the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium, and take any other such actions as may be required by law.

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$162,127.37

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
6775	CARDMEMBER SERVICES, TTC Soundcloud - board meetings	A1010.4	135.00	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC Adobe acropro - clerk	A1325.4	194.27	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC prime, cleaning, office supplies	A1620.4	80.82	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC In motion server	A1620.44	131.88	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC trail cams & batteries	A1640.4	199.37	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC 4798-8177 8/20/badges, ribbone, flags,	A3120.4	116.53	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC IACP membership	A3120.4	190.00	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC sanatizers, webcams	A3120.47	399.57	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC batteries	A3520.4	323.76	22897 09/16/2020
6775	CARDMEMBER SERVICES, TTC supplies, fans	A4540.4	128.82	22897 09/16/2020
6776	TRUST & AGENCY trustees	A1010.1	1,250.01	xfer15 09/15/2020
6776	TRUST & AGENCY dep mayor	A1010.11	625.00	xfer15 09/15/2020
6776	TRUST & AGENCY mayor	A1210.1	833.34	xfer15 09/15/2020
6776	TRUST & AGENCY payroll ending 9/13/20/treasuer	A1325.1	772.16	xfer15 09/15/2020
6776	TRUST & AGENCY clerk	A1410.1	231.12	xfer15 09/15/2020
6776	TRUST & AGENCY dep clerk	A1415.1	304.00	xfer15 09/15/2020
6776	TRUST & AGENCY police	A3120.1	9,661.09	xfer15 09/15/2020
6776	TRUST & AGENCY fire admin	A3410.1	424.16	xfer15 09/15/2020
6776	TRUST & AGENCY code/fire inspection	A3620.1	2,412.64	xfer15 09/15/2020
6776	TRUST & AGENCY ems admin	A4540.1	3,707.41	xfer15 09/15/2020
6776	TRUST & AGENCY ems	A4540.1	23,301.50	xfer15 09/15/2020
6776	TRUST & AGENCY dpq admin	A5010.1	1,400.01	xfer15 09/15/2020
6776	TRUST & AGENCY dpw laboers	A5110.1	3,388.04	xfer15 09/15/2020

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$162,127.37

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
6776	TRUST & AGENCY fica/med	A9030.8	829.16	xfer15 09/15/2020
6776	TRUST & AGENCY ems fica/med	A9030.81	2,021.07	xfer15 09/15/2020
6776	TRUST & AGENCY fire fica/med	A9030.82	31.34	xfer15 09/15/2020
6776	TRUST & AGENCY police fica/med	A9030.83	727.46	xfer15 09/15/2020
6777	CENTRAL NY NEWSPAPER 3492854/PR for baseboard heaters	A1620.4	44.63	22898 09/16/2020
6777	CENTRAL NY NEWSPAPER 24 Salo Dr	A8010.4	61.47	22898 09/16/2020
6778	GORMAN ENTERPRISES TR32708/repair to 1831	A3410.42	500.00	
6779	Debra Watkins 9/20/reimb for dropbox charges	A1010.4	59.95	
6780	CASKEY'S GARAGE LLC 37180/2012 KME inspection	A3410.42	191.00	
6781	MRB GROUP 36623/sewer capacity study - 8/2-8/29/20	A1001	1,960.00	
6781	MRB GROUP 36622/i&I study	A8140.4	3,322.50	
6782	TOSHIBA BUSINESS SOLUTIONS 5345222/copy & monthly service	A1620.4	207.06	
6782	TOSHIBA BUSINESS SOLUTIONS 5345346/copies	A3410.4	10.00	
6782	TOSHIBA BUSINESS SOLUTIONS copies	A4540.4	10.00	
6783	GUTHRIE 150001959 7/20/J Seeley - exam & pulmonary	A3410.418	275.00	
6784	VIGILANT SOLUTIONS 35551/ESA renewal	A3120.4	1,000.00	
6785	BOUND TREE MEDICAL LLC 83792621/supplies	A4540.47	58.40	
6785	BOUND TREE MEDICAL LLC 83749860/supplies	A4540.47	55.98	
6785	BOUND TREE MEDICAL LLC 83764074/supplies	A4540.47	327.38	
6786	GREENE COUNTY COMM BANK 10/1/20/interest - sidewalk	A9730.7	1,353.31	22908 10/01/2020
6787	AT&T police mifi	A3120.4	114.69	22899 09/23/2020
6787	AT&T 287290586385x09192020/phones	A3120.46	188.92	22899 09/23/2020
6787	AT&T phones	A4540.46	144.17	22899 09/23/2020

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$162,127.37

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
6788	TRUMANSBURG HOME TELEPHONE CO 17301911 10/20/387-5618	A1640.46	58.23	22900 09/23/2020
6788	TRUMANSBURG HOME TELEPHONE CO 17303254 10/20/387-7131	A3410.46	127.45	22900 09/23/2020
6788	TRUMANSBURG HOME TELEPHONE CO	A4540.46	127.45	22900 09/23/2020
6789	NYS ASSOC OF CITY/VILLAGE CLKS 2020/membership M Surrine	A1920.4	50.00	
6790	NATALIE BARIS 9/20/sept manager	A7989.4	1,000.00	
6790	NATALIE BARIS 10/20/oct. manager	A7989.4	1,000.00	
6791	NORTH EASTERN RESCUE VEHICLES P08318/bracket	A4540.3	984.95	
6792	JEROME FIRE EQUIPMENT CO. INC 0196624-IN/led mount	A3410.2	360.47	
6793	SELECTIVE INSURANCE 664-441-260 9/20/leaf machine	A1640.43	196.00	22901 09/23/2020
6794	RICHARD KOSKI 9/18/20/musician 9/16/20	A7989.41	100.00	
6795	TIMOTHY BALL 9/11/20/musician 9/9/20	A7989.41	100.00	
6796	INDEPENDENT FIELD SERVICE LLC dpw	A1640.4	247.50	
6796	INDEPENDENT FIELD SERVICE LLC 855890/fire house	A3410.416	247.50	
6797	AUSTIC FARM PARTNERS 9540B/corn	A3520.4	416.05	
6798	PITNEY BOWES 8000-3416 9/20/postage	A1620.4	620.99	22902 09/23/2020
6799	MAGUIRE CHEVROLET INC 67943/08 chevy warning light	A4540.42	392.92	
6800	MCNEIL & COMPANY, INC 22018127/commercial package	A3410.43	293.92	22903 09/23/2020
6800	MCNEIL & COMPANY, INC 22020127/2020 Chevy -inland marine	A3410.43	149.71	22903 09/23/2020
6801	MAGUIRE FORD LINCOLN MERCURY 20F253/2020 Ford F250	A1640.3	29,238.39	22904 10/01/2020
6802	SV AUTO SUPPLY 77150 9/20/parts	A1640.4	132.12	
6802	SV AUTO SUPPLY parts	A3410.4	76.95	
6802	SV AUTO SUPPLY parts	A4540.47	39.26	
6803	ENERGY TEC 1548/spay foam 2 bathrooms	A1620.3	1,900.00	

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$162,127.37

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
6804	USA BLUEBOOK 345441/gloves	A1640.4	21.75	
6805	FIRSTLIGHT FIBER internet	A1620.4	50.00	22905 10/01/2020
6805	FIRSTLIGHT FIBER 17702010 10/20/387-6501	A1620.46	77.31	22905 10/01/2020
6805	FIRSTLIGHT FIBER 17702011 10/20/387-6505	A3120.46	152.08	22905 10/01/2020
6806	JEFFREY A BURNS 9/23/tax program for treasurer & snug monitors	A1620.44	112.50	
6806	JEFFREY A BURNS 20200120/back up	A1620.44	65.00	
6806	JEFFREY A BURNS 9/4/internet down	A1620.44	67.50	
6806	JEFFREY A BURNS back up	A3120.4	45.00	
6806	JEFFREY A BURNS back up	A3410.4	22.50	
6806	JEFFREY A BURNS back up	A4540.4	22.50	
6807	ALL-MODE COMMUNICATIONS 17325/new office hours changes	A1620.4	54.00	
6807	ALL-MODE COMMUNICATIONS 17636/service & support for phone	A1620.4	852.00	
6807	ALL-MODE COMMUNICATIONS 17699/service & support	A3410.416	460.80	
6808	TOMPKINS COUNTY ELECTIONS 9/15/20/elections	A1450.4	400.00	
6809	VERIZON WIRELESS 9863498993/mifi	A4540.4	67.54	22906 10/01/2020
6810	TRUMANSBURG FAMILY HEALTH CTR 20526 9/23/20/S Mayo - TB	A3410.418	19.00	
6811	AT&T 824584227x09242020/387-1091	A3410.46	30.79	22907 10/01/2020
6812	TRUST & AGENCY payroll ending 9/27/20/treasurer	A1325.1	772.16	xfer29 09/29/2020
6812	TRUST & AGENCY clerk	A1410.1	231.12	xfer29 09/29/2020
6812	TRUST & AGENCY dep clerk	A1415.1	304.00	xfer29 09/29/2020
6812	TRUST & AGENCY police	A3120.1	10,335.84	xfer29 09/29/2020
6812	TRUST & AGENCY fire admin	A3410.1	424.16	xfer29 09/29/2020
6812	TRUST & AGENCY cod/fire	A3620.1	1,137.79	xfer29 09/29/2020

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$162,127.37

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
6812	TRUST & AGENCY ems drivers	A4540.1	23,023.51	xfer29 09/29/2020
6812	TRUST & AGENCY ems admin	A4540.1	3,707.41	xfer29 09/29/2020
6812	TRUST & AGENCY dpw amdin	A5010.1	1,474.29	xfer29 09/29/2020
6812	TRUST & AGENCY dpw laborers	A5110.1	3,254.68	xfer29 09/29/2020
6812	TRUST & AGENCY zoning	A8010.1	1,137.78	xfer29 09/29/2020
6812	TRUST & AGENCY fica/med	A9030.8	634.69	xfer29 09/29/2020
6812	TRUST & AGENCY ems fica/med	A9030.81	2,002.86	xfer29 09/29/2020
6812	TRUST & AGENCY fire fica/med	A9030.82	32.02	xfer29 09/29/2020
6812	TRUST & AGENCY police	A9030.83	784.07	xfer29 09/29/2020
6813	TRUMANSBURG SHURSAVE 9062 9/20/supplies for training	A3410.412	73.40	
6814	NYS ELECTRIC & GAS 10014134018 10/20/56 e main st	A1620.42	24.66	
6814	NYS ELECTRIC & GAS 10011561379 10/20/1 corey st	A1640.41	49.54	
6814	NYS ELECTRIC & GAS 10011561387 10/20/2 corey st	A1640.41	24.67	
6814	NYS ELECTRIC & GAS 10011561312 10/20/74 w main st	A3410.41	30.59	
6814	NYS ELECTRIC & GAS	A4540.41	30.59	
6814	NYS ELECTRIC & GAS 10013629463 10/20/st lights	A5182.4	1,823.51	
6814	NYS ELECTRIC & GAS 10033584623 10/20/69 e main st	A5182.4	78.45	
6814	NYS ELECTRIC & GAS 100335840607 10/20/15 e main st	A5182.4	111.99	
6814	NYS ELECTRIC & GAS 100318/36157 10/20/st rt 96 st lights	A5182.4	75.46	
6814	NYS ELECTRIC & GAS 10014191794 10/20/56 e main st east	A5182.4	17.69	
6814	NYS ELECTRIC & GAS 10014191802 10/20/56 e main st west	A5182.4	17.69	
6814	NYS ELECTRIC & GAS 10025580050 10/20/1 corey st	A7989.4	19.59	
6815	MAGUIRE FORD LINCOLN MERCURY 54756/running boards	A1640.3	425.00	

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$162,127.37

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
6816	FULTON ENTERPRISES 10/5/20/inspection	A1620.41	222.00	
6816	FULTON ENTERPRISES inspection	A1640.4	72.00	
6816	FULTON ENTERPRISES inspection	A3120.4	63.00	
6816	FULTON ENTERPRISES inspection	A3410.416	162.00	
6816	FULTON ENTERPRISES inspection	A4540.416	12.00	
6817	ANDREW FENDRICK ELECTRICIAN 10/2/20/baseboard heating for bathrooms	A1620.3	2,953.00	
6818	PAYCHEX OF NEW YORK LLC 2020100100 9/20/payroll for Sept 2020	A1620.4	1,218.46	
6819	WEITSMAN RECYCLING LLC ITH-E67587/steel	A1640.2	279.80	
6820	B. JOSEPH NELSON Oct 2020/health insurance reimbursement	A9060.84	508.33	
6821	TAUGHANNOCK GARDEN CLUB 10/7/20/mums for village signs	A8510.4	93.45	
6822	HEIDI MORSE Sept 2020/cleaning	A1620.1	400.00	

Total:

162,127.37

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS

WATER FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$19,676.72

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
1852	MUNICIPAL SOLUTIONS 14559/EFC water project	F8310.4	291.00	
1853	TRUST & AGENCY treasurer	F1325.1	386.08	xfer15 09/15/2020
1853	TRUST & AGENCY clerk	F1410.1	924.48	xfer15 09/15/2020
1853	TRUST & AGENCY dep clerk	F1415.1	456.00	xfer15 09/15/2020
1853	TRUST & AGENCY payroll ending 9/13/20/water admin	F8310.1	1,370.03	xfer15 09/15/2020
1853	TRUST & AGENCY water laborers	F8320.1	3,031.82	xfer15 09/15/2020
1853	TRUST & AGENCY fica/med	F9030.8	447.22	xfer15 09/15/2020
1854	INDEPENDENT FIELD SERVICE LLC 855890/pump	F8320.4	1,960.00	
1855	TRUMANSBURG HOME TELEPHONE CO 17302111 10/20/387-5834	F8320.46	110.81	11715 09/23/2020
1855	TRUMANSBURG HOME TELEPHONE CO 17501078 10/20/387-4145	F8320.46	94.18	11715 09/23/2020
1856	NYS PARKS TF29/nyseg	F8320.41	252.98	
1857	TRUST & AGENCY treasurer	F1325.1	386.08	xfer27 09/29/2020
1857	TRUST & AGENCY clerk	F1410.1	924.48	xfer27 09/29/2020
1857	TRUST & AGENCY dep clerk	F1415.1	456.00	xfer27 09/29/2020
1857	TRUST & AGENCY payroll ending 9/27/20/water admin	F8310.1	1,462.88	xfer27 09/29/2020
1857	TRUST & AGENCY waterlaborers	F8320.1	2,874.49	xfer27 09/29/2020
1857	TRUST & AGENCY fica/med	F9030.8	464.65	xfer27 09/29/2020
1858	AT&T 824584227x09242020/mifi	F8320.4	78.69	11716 10/01/2020
1858	AT&T credit	F8320.46	-89.89	11716 10/01/2020
1858	AT&T water system	F8320.46	227.76	11716 10/01/2020
1859	PITNEY BOWES 800-2146 9/20/water bills	F8320.4	146.26	11717 10/01/2020
1860	USA BLUEBOOK 34544/gloves	F8320.4	55.28	
1861	TRICIA POKORNEY 10/1/20/overpmt of final water bill	F2140	29.96	

ABSTRACT OF AUDITED VOUCHERS

WATER FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$19,676.72

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
1862	FINGER LAKES ELECTRIC SUPPLY 825167-1/heater	F8320.2	1,060.67	
1863	BADGER METER, INC 80060000/monthly service	F8320.4	75.42	
1864	NYS ELECTRIC & GAS 10042414960 10/20/taughannock park rd	F8320.41	1,429.30	
1864	NYS ELECTRIC & GAS 10011562039 10/20/30 halsey st	F8320.41	15.75	
1864	NYS ELECTRIC & GAS 10013166243 10/20/frontenac rd	F8320.41	106.59	
1864	NYS ELECTRIC & GAS 10013166201 10/20/st rt 89 pump station	F8320.41	184.47	
1865	PAYCHEX OF NEW YORK LLC 2020100100 9/20/sept 2020 payrolls	F8310.4	170.02	
1866	LOWE'S SOFT WATER SERVICE INC 202986/chlorine	F8320.4	293.26	

Total: 19,676.72

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS

SEWER FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$18,741.97

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
1557	TRUST & AGENCY treasurer	G1325.1	193.04	xfer15 09/15/2020
1557	TRUST & AGENCY clerk	G1410.1	231.12	xfer15 09/15/2020
1557	TRUST & AGENCY dep clerk	G1415.1	304.00	xfer15 09/15/2020
1557	TRUST & AGENCY payroll ending 9/13/20/sewer admin	G8110.1	274.00	xfer15 09/15/2020
1557	TRUST & AGENCY sewer laborers	G8120.1	492.32	xfer15 09/15/2020
1557	TRUST & AGENCY fica/med	G9030.8	108.73	xfer15 09/15/2020
1558	SUPERIOR SEPTIC LLC 11477s/9/10/20 disposal	G8130.4	621.30	
1558	SUPERIOR SEPTIC LLC 11513s/9/18&21	G8130.4	812.95	
1559	INDEPENDENT FIELD SERVICE LLC 855890/WWTP	G8130.4	247.50	
1560	NYS ELECTRIC & GAS 10013166136 10/20/lake st	G8130.41	69.06	
1560	NYS ELECTRIC & GAS 10018408160 10/20/28 prospect st	G8130.41	24.07	
1560	NYS ELECTRIC & GAS 10037128609 10/20/4074 south st pump station	G8130.41	34.05	
1561	TRUMANSBURG HOME TELEPHONE CO 17301948 10/20/387-5657	G8130.46	104.86	9589 09/23/2020
1562	MOMAR PS1365156/towls & glass cleaner	G8130.4	266.67	
1562	MOMAR PS1337281/santizer spray	G8130.4	287.36	
1562	MOMAR PS1363481/screen clean wipes	G8130.4	214.68	
1563	TRICIA POKORNEY 10/1/20/overpmt of sewer for final	G2120	19.52	
1564	PITNEY BOWES 800-2146 9/20/sewr invoices	G8130.4	146.26	9590 10/01/2020
1565	TRUST & AGENCY treasurer	G1325.1	193.04	xfer29 09/29/2020
1565	TRUST & AGENCY clerk	G1410.1	231.12	xfer29 09/29/2020
1565	TRUST & AGENCY dep clerk	G1415.1	304.00	xfer29 09/29/2020
1565	TRUST & AGENCY payroll ending 9/27/20/sewer admin	G8110.1	292.57	xfer29 09/29/2020
1565	TRUST & AGENCY sewer laborers	G8120.1	454.13	xfer29 09/29/2020

ABSTRACT OF AUDITED VOUCHERS

SEWER FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$18,741.97

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
1565	TRUST & AGENCY fica/med	G9030.8	111.99	xfer29 09/29/2020
1566	SLACK CHEMICAL CO INC drum return	G8130.4	-80.00	
1566	SLACK CHEMICAL CO INC 410264/bleach & sternpac	G8130.4	3,195.30	
1567	CAMDEN GROUP 5489/testing	G8130.4	160.00	
1567	CAMDEN GROUP 5459/monthly maint	G8131.4	7,400.00	
1568	NYS DEC - BULK STORAGE 2020/SPEDES municipal fee	G8130.4	2,000.00	
1569	PAYCHEX OF NEW YORK LLC 2020100100 Sept 20/payroll sept 2020	G8110.4	28.33	
Total:			18,741.97	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS
CAPITAL IMPROV - WATER-WELL PROJECT

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$12,078.49

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
175	MOODY & ASSOCIATES INC 201056/well rehab	HC8397.4	12,078.49	
Total:			12,078.49	

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS

TRUST & AGENCY

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 10/13/2020

NUMBER 005

TOTAL CLAIMS: \$30,378.67

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

Voucher #	Claimant	Account #	Amount	Check
660	AFLAC 9/16/20/payroll ending 9/13/20	TA12	457.68	2107 10/01/2020
660	AFLAC payroll ending 9/13/20 - K Nortofonzo	TA12	22.98	2107 10/01/2020
661	THE NYS DEFERRED COMP PLAN 212319 9/13/20/payroll ending 9/13/20	TA17	414.86	2102 09/16/2020
662	EXCELLUS HEALTH PLAN 36767 9/10/credit dpw	TA20	-93.94	2103 09/23/2020
662	EXCELLUS HEALTH PLAN 59640 10/1/dental	TA20	433.20	2103 09/23/2020
663	ANTHONY WHITAKER 9/27/20/missing sick time hours	TA11	420.32	2104 09/30/2020
664	T.G.T.C.M.H.I.C 3875/Nov 2020	TA20	26,802.00	
665	EXCELLUS HEALTH PLAN 36767 10/20/dental	TA20	-328.79	2105 10/01/2020
665	EXCELLUS HEALTH PLAN 36767 10/20/dental	TA20	1,362.13	2105 10/01/2020
666	THE NYS DEFERRED COMP PLAN 212319 9/27/20/payroll ending 9/27/20	TA17	407.57	2106 10/01/2020
667	AFLAC 9/27/20/payroll ending 9/27/20	TA12	457.68	2108 10/01/2020
667	AFLAC K Notofonzo	TA12	22.98	2108 10/01/2020

Total:

30,378.67

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature