

Village of Cayuga Heights

Board of Trustees
Monthly Board Meeting
Marcham Hall
July 20, 2015, 7:00 p.m.
AGENDA



	<u>Exhibit No.</u>
1. Approval of Meeting Minutes: June 15, 2015	2016-031
2. Approval of Meeting Minutes: June 30, 2015	2016-032
3. Report of Fire Superintendent Tamborelle ó Submitted Report* Bonding Resolution	2016-033 2016-034
4. Privilege of the Floor ó 30 minutes - SIGN-UP at 6:45 p.m. Website ó Privilege of the Floor Guidelines	unrevised
5. Report of Mayor Supron	
a. Bolton Point UAW Union Contract ó Judy Drake	2016-035
b. Amended MCA	2016-036
c. August Day of Giving	2016-037
d. Bolton Point Water Rates ó Linda Woodard	
6. Report of the Trustees IT System Requirements ó Linda Woodard	
7. Report of Chief Steinmetz - Submitted report *	2016-038 a, b
8. Report of Superintendent of Public Works Cross	2016-039
9. Report of Clerk & Treasurer (to be distributed)	2016-040
a. Submitted reports*	
b. Overpayment of Water and Sewer at Pollack Property	2016-041
c. Overpayment of Water at Brooks Property	2016-042
10. Report of Attorney	
11. Executive Session (as necessary)	
12. Adjournment	

* All Exhibits and Reports are located on <http://www.Cayuga-Heights.ny.us/Minutes> Package unless otherwise noted

EXHIBIT 2016-033

July 20, 2015

Honorable Kate Supron
Board of Trustees
Village of Cayuga Heights

Monthly Report June 2015

We continued to be steady through the month of June with a total of 44 calls. There were 21 calls in the Village of Cayuga Heights, 18 calls in the Town of Ithaca and 5 mutual aid requests. We had 22 EMS runs and 22 fire calls. On June 12th we were very steady through the evening and night after a storm moved through the village and took trees and power lines down in several locations. For these incidents we secured the areas and waited for NYSEG to arrive and restore service to residents. Later in the month we were requested mutual aid to Lansing for a working structure fire. We responded promptly and arrived first to the fire. The crew from E202 initiated attack on a fully involved trailer with a full size addition. We had two crews that did a rapid knock down on the fire and then after water supply was established from a hydrant 1000 feet away we worked with firefighters from Lansing and Dryden and mopped up hot spots. We were on scene from 0230 to 0530. There were several of us who were pretty tired that day at our regular jobs.

June trainings were great. We did extrication training with a couple of cars in the back parking lot at the station that went very well. Late in the month we participated in another multi agency FAST (firefighter assist and search team) training. We hold these trainings on months that have a fifth Tuesday. The departments involved in this were from Cortlandville, the Town of Dryden and Cayuga Heights. We get together with these other teams to keep our skills sharp and go over new techniques that other departments are trying out. We use these as not only a great evening of intense training but also as a way to get to know the other departments better.

Summer projects are progressing through the planning stage. We are looking forward to getting the front pad project under way and having the new concrete driving surface. The blacktop resurfacing of the rest of the parking lot will be great to have done. The cracks in the lot are very noticeable at this point. We understand that SuitKote will do this while they are working on road projects in the village. We will work with the DPW to get a plan together for the siding project at 825 Hanshaw sometime this summer. The contracts for the new truck are signed and we are planning a trip to the KME facility in late July to get the pre-build conference done and get the truck moving through production.

We have been working on a recruiting plan for the Fall 2015 class. Cornell has asked us to come over and do a Safety Fair in late August on North Campus for the incoming freshmen. We will use this opportunity to get the word out about the department. We have also been using the Movies at the Fire Station as a way to get the word out about the department. Many of the people who have been coming to movie night who are unfamiliar with the department are amazed that we are a volunteer organization. We are hoping to have a decent number of local and college recruits for the class starting in October.

Movie Night at the Fire Station has been a great success. Our first night we had about 80 in attendance and our second night had about half that number but it was leading into the July 4th holiday weekend so we expected to have less that night. We were able to get The Smash Truck to commit to most of the nights through the summer and that has been a great hit. We will take July 16th off because many of us will be out at Grassroots and then have our last movie on August 13th. This event has been fantastic and as I said previously, we have been getting the word out about the department to those in attendance.

Sincerely,
George Tamborelle
Fire Chief/Fire Superintendent

EXHIBIT 2016-034

BOND RESOLUTION

(effective immediately)

At a regular meeting of the Board of Trustees of the Village of Cayuga Heights, Tompkins County, New York, held at the Marcham Hall, in Ithaca, New York, in said Village, on the 20th day of July, 2015, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Kathryn Supron, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____, who moved its adoption, seconded by Trustee _____, to-wit:

BOND RESOLUTION DATED JULY 20, 2015.

A RESOLUTION AUTHORIZING THE PURCHASE OF A FIRE PUMPER TRUCK FOR THE VILLAGE OF CAYUGA HEIGHTS, TOMPKINS COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$467,193, AND AUTHORIZING THE ISSUANCE OF \$293,117 BONDS OF SAID VILLAGE TO PAY PART OF THE COST THEREOF.

BE IT RESOLVED by the affirmative vote of not less than two-thirds of the total voting strength of the Board of Trustees of the Village of Cayuga Heights, Tompkins County, New York, as follows:

Section 1. The purchase of a fire pumper truck for the Village of Cayuga Heights, Tompkins County, New York, is hereby authorized at a maximum estimated cost of \$467,193.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (a) By the issuance of \$293,117 bonds of said Village, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (b) By the expenditure of \$174,076 to be received as a contribution by the Town of Ithaca.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision 27 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of said Village, provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Village Treasurer, the chief fiscal officer of such Village. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Village Treasurer shall determine consistent with the provisions of the Local Finance Law.

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

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
- 2) The provisions of law which should be complied with as the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Village hereby designated for such purpose, together with a notice of the Village Clerk in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll, which resulted as

follows:

Mayor Kathryn Supron VOTING _____

Trustee Jennifer Biloski VOTING _____

Trustee Maryann Friend VOTING _____

Trustee James Marshall VOTING _____

Trustee Richard Robinson VOTING _____

Trustee Peter Salton VOTING _____

Trustee Linda Woodard VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

EXHIBIT 2016-034 cont.

**MEETING OF THE ITHACA TOWN BOARD
Monday, July 13, 2015**

TB RESOLUTION 2015-081: ITHACA TOWN BOARD APPROVAL FOR THE PURCHASE OF A NEW FIRE PUMPER TRUCK BY THE VILLAGE OF CAYUGA HEIGHTS

WHEREAS, the Town of Ithaca has entered into a Contract for Fire Protection with the Village of Cayuga Heights for the provision of fire, hazardous material and emergency medical incident response by the Cayuga Heights Fire Department within the Fire Protection District of the Town of Ithaca, and

WHEREAS, the Contract for Fire Protection specifies that the Town of Ithaca shall pay a proportion of the Cayuga Heights Fire Department's capital expenses in excess of \$25,000 per capital item, with the proportion of the Town's contribution determined by calculation specified within the Contract, currently calculated to be 37.26% of the capital expense, and

WHEREAS, the Town Supervisor has received communication from the Village of Cayuga Heights informing him of the acquisition by the Cayuga Heights Fire Department of a new Fire Pumper Truck, as replacement of a 2001 Fire Pumper Truck, at a final cost of \$467,193.00 and requesting contributory payment by the Town of Ithaca in the amount of \$174,076.00, and

WHEREAS, the Town Supervisor and Town Finance Officer, after review of financial projections for the Town's Fire Protection Fund, are recommending to this governing Town Board that the Town of Ithaca pay the requested contribution from current year reserves, and therefore be it

RESOLVED, that after discussion the Town Board agrees that such fire protection equipment be acquired by the Cayuga Heights Fire Department and approves the purchase of a new Fire Pumper Truck by the Village of Cayuga Heights, and be it further

RESOLVED, that the Town Board approves the contributory payment in the amount of \$174,076.00 from current year reserves of the Town's Fire Protection Fund as the Town of Ithaca's share under the terms of the Contract for Fire Protection between the Town of Ithaca and the Village of Cayuga Heights, and be it further

RESOLVED, that the Town Board approves, authorizes and directs the Town Finance Officer to record the appropriate budgetary amendment in the amount of \$174,076.00 to establish funding to meet this expense, and be it further

RESOLVED, that a certified copy of this resolution be forwarded to the Mayor of the Village of Cayuga Heights.

MOVED: Bill Goodman

SECONDED: Eric Levine

VOTE: Ayes – Goodman, Levine, Howe, Leary, Hunter and Engman

EXHIBIT 2016-035

Approval of Union Contract with the United Auto Workers for Southern Cayuga Lake Intermunicipal Water Commission's Employees

WHEREAS, the Southern Cayuga Lake Intermunicipal Water Commission, in good faith, entered into contract negotiations with the United Auto Workers union for a renewed contract for the contract that expired on December 31, 2014; and

WHEREAS, on June 2, 2015, the Commission's negotiating team reached tentative agreement on a contract with the union's negotiating team; and

WHEREAS, on June 10, 2015, the employees in the union bargaining unit ratified the tentative contract; and

WHEREAS, the Commission reviewed and approved the tentative contract at the June 12, 2015 meeting of the Commission; and

WHEREAS, the Village of Cayuga Heights Water Commissioners have reviewed the tentative contract and determined it to be acceptable as required by the contract and the Public Employees Relation Board;

NOW THEREFORE BE IT RESOLVED, the Village of Cayuga Heights Board of Trustees does hereby approve the tentative contract between the Commission and UAW unit; and

BE IT FURTHER RESOLVED, the Village of Cayuga Heights Board of Trustees authorizes the Commission's negotiating team to sign said contract as presented.

EXHIBIT 2016-036



Municipalities building a
stable insurance future.

125 E. Court Street
Ithaca, NY 14850
607-274-5590
INFO: consortium@twcny.ny.gov
www.tompkinscountyny.gov/hconsortium

June 30, 2015

Dear Mayor or Supervisor,

As participants in the Greater Tompkins Municipal Health Insurance Consortium (Consortium), we are bound by the Municipal Cooperative Agreement (MCA) which was accepted and signed by your municipality. Section Q.2. of the MCA requires the Consortium participants to review and amend the MCA as necessary before the anniversary of the fifth year, which is on or about October 1, 2015.

Pursuant to the MCA, the Consortium asked each participant to review the existing MCA and send comments. The Consortium also received comments from the NYS Department of Financial Services. A special committee of the Consortium Board of Directors incorporated these suggestions as well as reviewed the MCA from an operations perspective and developed the attached MCA (both clean copy and changes noted documents).

The Consortium Board of Directors has approved the amended MCA and is recommending that each participant adopt resolutions authorizing their Supervisor or Mayor to sign the amended MCA. Upon receipt of all of the municipal authorization resolutions, a signature page will be made available for signatures.

Please perform the due diligence your municipality requires. Report any issues that prevent your municipality from signing as soon as possible. Please consider setting a goal of approval during your August 2015 meetings.

Sincerely,

Don Barber, Executive Director
Greater Tompkins County Municipal Health Insurance Consortium

Att.: Proposed 2015 Amended Municipal Cooperative Agreement
Sample Resolution



Municipalities building a
stable insurance future.

125 E. Court Street
Ithaca, NY 14850
607-274-5590
INFO: consortium@twcny.rr.com
www.tompkinscountyny.gov/hconsortium

2015 AMENDMENT TO THE

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the "Agreement") made effective as of 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. Ins. Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

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

{H2552555.1}

2. The following Participants shall comprise the current membership of the Consortium (a) County of Tompkins; (b) City of Ithaca; (c) Town of Enfield; (d) Town of Caroline; (e) Town of Ithaca; (f) Town of Danby; (g) Town of Dryden; (h) Town of Ulysses; (i) Village of Cayuga Heights; (j) Village of Groton; (k) Village of Dryden; (l) Village of Trumansburg; (m) Town of Groton; (n) Town of Lansing; (o) City of Cortland; (p) Village of Homer; (q) Town of Willet. Membership in the Consortium may be offered to any municipal corporation within the geographical boundaries of the Counties of Tompkins, Cayuga, Chemung, Cortland, Tioga, Schuyler, and Seneca, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility and is of the same type of municipal corporation as the initial Participants. Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.

3. Participation in the Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant is not encouraged and shall not be permitted absent prior Board approval. Further, after obtaining approval, any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.

4. 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.

5. The Board, 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 Paragraph A(2) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation's financial responsibility. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

6. 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 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 Plan(s) as a percentage of the aggregate "premium" contribution to the Plan(s), as is appropriate based on the nature of the assessment or contribution.

{H2552555.1}

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 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 § 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 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 appropriate technology 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 a regular basis, but not less than on a quarterly 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") between October 3rd and October 15th 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 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's 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 NY Insurance Law Article 4705, to take action on the following matters:
 - a. A. In accordance with N.Y. Ins. Law § 4705(d)(5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 15th of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Plan on the basis of a community rating methodology in accordance with N.Y. Ins. Law § 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. Ins. 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. Ins. Law § 4705(d)(4).
 - d. To select and approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Ins. Law § 4709, a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.

e. In accordance with N.Y. Ins. Law § 4705(d)(2), 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. Ins. Law §§ 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. Ins. Law § 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. Ins. 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.

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 fill any vacancy in any of the officers of the Consortium.

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

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

d. To review, consider and act on any recommendations made by the Plan Consultant.

e. To establish administrative guidelines for the efficient operation of the Plan.

f. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements and this Agreement.

g. 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.

- h. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the Federal Deposit Insurance Corporation, or any successor thereto.
- i. To designate annually 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.
- j. To designate an attorney-in-fact to receive summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium. The Board designates John G. Powers, Esq. as the Consortium's initial attorney-in- fact.
- k. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- l. To take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.
- m. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

F. EXECUTIVE COMMITTEE.

- 1. The Executive Committee of the Consortium shall consist of the Chairperson, the Vice-Chairperson, the Secretary, and the Chief Fiscal Officer of the Consortium. The Secretary shall be the governing board member who holds all records in accordance with Article E, Section 16.
- 2. The Executive Committee may meet at any time between meetings of the Board, at the discretion of the Chairperson. The Executive Committee shall make recommendations to the Board.
- 3. The Executive Committee shall manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

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

J. 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 shall be a fiscal officer of a Participant. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Plan 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 moneys not required for immediate expenditure

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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 Plan'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.

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 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 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. 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 Plan[s] that is determined and approved by the Board consistent with New York law.

2. 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 will 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

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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 Plan(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 Plan(s) 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 follow 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 Plan, 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.

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2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to October 3rd 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 Plan 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 Plan as a percentage of the aggregate premium contributions to the Plan 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 each fifth (5th) anniversary date thereafter (each a "Review Date").

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 seventy-five percent (75%) 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 seventy-five percent (75%) 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. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.

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 their respective legislative bodies.

U. CONFIDENTIALITY.

Nothing contained in this Agreement shall be construed to waive any right that a covered person
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possesses under the Plan 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 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.

X. APPROVAL, RATIFICATION, AND EXECUTION.

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality's participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

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

[Signature Pages Follow]

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

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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

**Approval of the 2015 Amendment to the Municipal Cooperative Agreement for the Greater Tompkins County
Municipal Health Insurance Consortium**

WHEREAS, the Village of Cayuga Heights 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 Amendment (2014) that provides 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 of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date"), and

WHEREAS, by motion 005-2015, adopted on May 28, 2015, the Consortium's Board of Directors recommends approval of the 2015 amended agreement based on review of the document by the Municipal Cooperative Agreement 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 Cayuga Heights Board of Trustees is in receipt of the proposed amended Agreement 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 2015 Amended Municipal Cooperative Agreement,

NOW THEREFORE LET IT BE RESOLVED, that the Village of Cayuga Heights Board of Trustees approves and authorizes the Mayor to sign the 2015 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium, and

BE IT FURTHER RESOLVED, that the Clerk of the Village of Cayuga Heights 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.



We love local. We live local. We give local.

TCCOG Information Sheet for August 28th Day of Giving

What is the Day of Giving?

Giving Is Gorges: A 24-hour online challenge to celebrate our local nonprofits and affirm our culture of giving.

GOALS:

- To get as many municipalities in Tompkins County as possible to declare August 28th 'Giving is Gorges' Day.
- To have municipalities identify non-profits in their communities that would benefit from donations received through the Day of Giving.

How You Can Help:

- Pass the attached draft proclamation at your August Meeting. Please feel free modify it as needed.
- Provide names/contacts for smaller local non-profits in your municipalities.
- Help us promote the Day of Giving via your social media or through a press release.
- Encourage community members to donate to their favorite charity.
- Visit our table on the Commons on 8/28/15 to participate in a quick service craft or drop off an offline donation.

For more information contact:

Charlie Mulligan, Charlie@givegab.com or 570-313-6724

Deb Mohlenhoff, dmohlenhoff@cityofithaca.org or 607-351-0047

EXHIBIT 2016-037 cont.

WHEREAS, the Village of Cayuga Heights like the surrounding Tompkins County, is known throughout our region and the State of New York for its tight-knit, inclusive communities; and

WHEREAS, our residents are driven by a gracious desire to help each other, and our municipality plays a leading role in promoting and advancing philanthropy and giving; and

WHEREAS, Giving Is Gorges was established as a day to unite all of the people of Tompkins County in the celebration and reaffirmation of that spirit of philanthropy, raising both funds and awareness; and

WHEREAS, the day highlights how people can work together to share commitments, build stronger communities, and improve the quality of life for all residents; and

WHEREAS, non-profits enrich the lives of all Tompkins County residents and are an integral part of its economy, employing and providing services to thousands of residents each day; and

WHEREAS, non-profits work in every sector to improve the quality of life in Tompkins County, including protecting our environment, helping the sick and the dying, providing care for our children and animals, offering support to our families, providing art, addressing homelessness and hunger; preventing diseases, and providing basic human needs; and

WHEREAS, these non-profits offer opportunities for giving, volunteerism, skill-building and community involvement that enhance life and make our county a better place to live; and

WHEREAS, giving and volunteerism historically reflect the highest values of our democratic society, in that regardless of the situation, age, station, race or creed, all may participate and reap the rich rewards that come from giving aid to others; and,

WHEREAS, this event allows participating non-profit organizations an opportunity to energize their respective donor bases and to tell their story throughout the broader region; and

WHEREAS, every donation better lives, opens doors, hastens innovation or fosters knowledge; and

WHEREAS, this 24-hour giving challenge starts at Midnight and ends at 11:59 p.m. on August 28 2015; and

WHEREAS, the participating non-profits are certified to have 501c3 status in order to receive donations; and

WHEREAS, Giving Is Gorges allows an easy, effective means for citizens to support the non-profit organizations they believe in and to learn about others through the website www.givingisgorges.com; and

WHEREAS, together in celebration of non-profits and philanthropy, communities will join together for 24 hours to raise the most money they can to support the non-profits that enrich our county while reaffirming the belief that everyone can help another;

NOW THEREFORE BE IT PROCLAIMED by the Village of Cayuga Heights Board of Trustees that August, 28, 2015 be, and is hereby, recognized as Giving Is Gorges Day and

BE IT FURTHER PROCLAIMED, that residents and members of the community are encouraged to support their favorite participating non-profit organizations.



James M. Steinmetz
Chief of Police

EXHIBIT 2016-038a

Village of Cayuga Heights Police Department

836 Hanshaw Road • Ithaca, New York 14850-1590 • Phone: (607) 257-1011
E-mail: jsteinmetz@cayuga-heights.ny.us • Fax: (607) 257-3474

July 13, 2015

To: The Honorable Mayor Supron
Members of the Board of Trustees

Re: Report of the Police Department for June 2015

In the month of June the police department received 298 calls for service. In addition to these calls, 118 uniform traffic tickets were issued and 6 parking violations were cited. A breakdown of the calls for service is as follows:

No felony complaints were reported within the village this month.

4 Misdemeanor complaints were received, 1 for Criminal Mischief and 3 for Fraud. In the report of Criminal Mischief the complainant reported that his mailbox had been damaged intentionally. After officer's investigation, it was determined that a passing vehicle had done the damage; possibly a mail truck. In the 3 complaints for Fraud, 2 of them involved residents receiving phone calls from persons stating they worked for the IRS and that the complainant needed to send money in order to avoid having a warrant issued for their arrest. There was no loss of money reported and the complainants have been advised to notify their banks of the scam. The final fraud complaint consisted of a resident stating that tax returns had been filed in their name. This was found to be a scam, the residents contacted their bank and no exchange of money had taken place.

1 Penal Law violation complaint for trespass was received. A resident stated that their unlocked vehicle had been entered overnight. No items were reported missing and there were no other complaints of this nature made in the area.

8 Vehicle and Traffic stops led to 11 misdemeanor charges. 3 associated DWI charges, 1 charge of Aggravated Unlicensed Operation of a Motor Vehicle 2nd, 5 charges of Aggravated Unlicensed Operation of a Motor Vehicle 3rd and 2 for Suspended Registration.

5 Local Law violations were reported, 1 for Dog Control, 1 for in the Park after Hours, 1 for Care of Property and 2 for Soliciting without a License. In the Dog Control complaint the officer was informed of a loose dog in the area. While in search of the dog dispatch notified the officer that the dog owner had been found and had come to pick up the dog. There was no contact information provided by the complainant. In the Park after Hours complaint the officer on duty observed a subject in a vehicle in the parking lot of Sunset Park after posted open hours. The subject was advised of the village's local law, a citation was issued. In the Care of Property complaint the officer on duty observed that a lawn in the Village was in need of mowing. After several attempts, contact was made with the property owner. A citation was issued for failure to adhere to the Village's local law Care and Mowing of Property. In the first Soliciting complaint a resident reported that a subject was on foot going door to door soliciting driveway sealing. The officer made contact with the suspect business, a verbal warning was issued and information regarding the Village's Local Law was given. The second complaint was also of a subject going door to door, this time for reading materials. Upon officer's contact, the suspect gave a false name and acted in a hostile manner. Contact was made with the subject's supervisor and a citation was issued due to the business being in violation of the Village's local law Unlawful Vending.

There was 1 Motor vehicle accidents investigated which did not involve deer.

There were no other incidents reported involving deer.

In summary, 12 persons were arrested and the following 15 charges were filed: 1-Driving While Intoxicated, 1-Operate Motor Vehicle with .18 of 1% Alcohol in the Blood, 1-Operate Motor Vehicle with .08 of 1% Alcohol in the Blood, 1-Aggravated Unlicensed Operation of a Motor Vehicle 2nd, 5-Aggravated Unlicensed Operation of a Motor Vehicle 3rd, 2-Suspended Registration, 1-Officer Executed a Bench Warrant, 1- Soliciting W/Out a License, 1-Park after Hours, and 1-Care and Mowing of Property.

Over the course of this month police department members took part in the following trainings and events: On June 9th, all officers attended firearms training to transition over to the newly issued hand guns. On June 10th Sergeant Wright and Officer Landon conducted that annual bike rodeo at Cayuga Heights Elementary School. Approximately 400 students were instructed on bicycle safety and received certificates of completion. On June 30th all officers participated in rifle range qualification.

The full time officers worked a total of 64 hours of overtime and the part time officers worked a total of 223 hours.

Sincerely,
Chief James Steinmetz

EXHIBIT 2016-038b

**CAYUGA HEIGHTS
POLICE DEPARTMENT
June 2015**

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Totals</u>
7B LL#1-96	NO PARKING ZONE	1
7D LL#1-96	OVERNIGHT PARKING	5
Report Totals		6



Cornell University

Infrastructure Properties
and Planning

201 Humphreys Service Building
Ithaca, New York 14853-3701
t. 607.255.7986
f. 607.255.8071
e. jbv2@cornell.edu

7/13/15

Tim Logue
City Transportation Engineer
Office of the City Engineer
City of Ithaca
108 East Green Street
Ithaca, NY 14850

Brent Cross
Marcham Hall
836 Hanshaw Rd
Village of Cayuga Heights
836 Hanshaw Rd
Ithaca, NY 14850

Greetings,

The Cornell Campus to Campus bus makes a pick up on north campus at a bus stop that is not easily associated with a single campus building and as a result it is difficult to describe its location. It is also one of two bus stops in the area which can make things more confusing.

We are requesting the drive, identified on the attached map and described below, be named Northcross Rd and the bus shelter be assigned street number 204 in order for the University to more easily direct passengers to the proper location.

The roadway runs from Sisson Place northward, crosses Jessup Road, and continues to a dead end in Cornell's A-Lot. We are proposing that the block in the City of Ithaca from Sisson Place to Jessup Road be designated as the 100 block and the block in Cayuga Heights north of Jessup Road be designated as the 200 block.

Since this road occupies both the City of Ithaca and the Village of Cayuga Heights, it will require approvals from both municipalities.

I have emailed this letter to both of you, and will be following it up with a hard copy. Please contact me as soon as possible at 255-7986 or jbv2@cornell.edu if there are any issues regarding this request.

Sincerely,

A handwritten signature in black ink that reads "Jane Van Derzee".

Jane Van Derzee
Facilities Information Group Manager

cc: Dan Maas, Cornell Environmental Health & Safety-Fire Protection

EXHIBIT 2016-039 cont.



EXHIBIT 2015-040
VILLAGE OF CAYUGA HEIGHTS
CLERK & TREASURER'S REPORT
JULY 20, 2015

1. Reporting

FYE2015 Annual Update Document (AUD) will be submitted by July 31, 2015.

2. Budget

Current figures will be available by month-end.

BE IT RESOLVED THAT: Approval is granted to the Treasurer to make FYE2015 Budget Journal entries necessary to close the fiscal year.

3. Water & Sewer

Pollock billing question

Brooks meter question

4. Revenues & Expenditures . June 2015 reporting will be available by month-end.

5. Current Expenses - Unaudited Abstract #2 dated July 20, 2015 as distributed.

6. Approval of May Abstract –

BE IT RESOLVED THAT: Abstract #2 for FYE2016 consisting of TA vouchers 6 - 14 in the amount of \$16,109.74 and Consolidated Fund vouchers 23 - 107 in the amount of \$203,851.36 is approved and the Treasurer is instructed to make payments thereon.

Respectfully submitted,

Joan M. Mangione

EXHIBIT 2016-040 cont.

June 16, 2015

At the June 15, 2015 Board of Trustees meeting it was discovered that Voucher #1013 on Abstract #18 for Thyssenkrupp Elevator contained a provision allowing for a 3% reduction if the invoice was paid in full for 12 months of service. This resulted in a \$92.86 reduction from the voucher. During the presentation of the abstract resolution, I mistakenly reduced the amount from Abstract #1. In addition, I discovered on June 16, 2015 this voucher should have been on Abstract #1 and not #18.

The correct resolution for the presented abstracts should be read as follows:

7. Approval of June Abstract# 18 –

BE IT RESOLVED THAT: Abstract #18 for FYE2015 consisting of Consolidated Fund vouchers 975 - 1027 in the amount of \$66,025.38 is approved and the Treasurer is instructed to make payments thereon.

8. Approval of June Abstract # 1 –

BE IT RESOLVED THAT: Abstract #1 for FYE2016 consisting of TA vouchers 1 - 5 in the amount of \$ 15,138.54 and Consolidated Fund vouchers 1 - 22 in the amount of \$284,762.87 is approved and the Treasurer is instructed to make payments thereon.

Angela M. Podufalski
Deputy Clerk

EXHIBIT 2016-041

Account# Y2158
 206 Overlook Rd
 Billing from 2009-2014

No records exist for billing or consumption history prior to October 2000
 No records exist for billing history prior to August 2004

Date	Cons/galls	Amount Billed	BP 10,000 gal minimum	BP H2O CONSUMP	BP TOT	3 UNIT VCH MIN	1 UNIT VCH MIN	VCH H2O CONSUMP	VCH TOT	DUE TO CUSTOMER VCH
11/01/2000	25,700		17.90	28.10	46.00	27.00	9.00	14.13	23.13	18.00
02/01/2001	19,000		17.90	16.11	34.01	27.00	9.00	8.10	17.10	18.00
05/01/2001	20,700		17.90	19.15	37.05	27.00	9.00	9.63	18.63	18.00
08/01/2001	38,900		17.90	51.73	69.63	27.00	9.00	26.01	35.01	18.00
11/01/2001	35,200		17.90	45.11	63.01	27.00	9.00	22.68	31.68	18.00
02/01/2002	26,600		17.90	29.71	47.61	27.00	9.00	14.94	23.94	18.00
05/01/2002	24,000		17.90	25.06	42.96	27.00	9.00	12.60	21.60	18.00
08/01/2002	27,700		17.90	31.68	49.58	27.00	9.00	15.93	24.93	18.00
11/01/2002	43,400		17.90	59.79	77.69	27.00	9.00	30.06	39.06	18.00
02/01/2003	30,400		17.90	36.52	54.42	27.00	9.00	18.36	27.36	18.00
05/01/2003	10,700		17.90	1.25	19.15	27.00	9.00	0.63	9.63	18.00
08/01/2003	27,400		17.90	31.15	49.05	27.00	9.00	15.66	24.66	18.00
11/01/2003	7,400		17.90	-	17.90	27.00	9.00	-	9.00	18.00
02/01/2004	9,200		20.40	-	20.40	30.60	10.20	-	10.20	20.40
05/01/2004	10,000		20.40	-	20.40	30.60	10.20	-	10.20	20.40
08/01/2004	16,000	91.80	20.40	12.24	32.64	30.60	10.20	6.12	16.32	20.40
11/01/2004	10,500	91.80	20.40	1.02	21.42	30.60	10.20	0.51	10.71	20.40
02/01/2005	12,600	102.90	22.10	5.30	27.40	36.60	12.20	3.17	15.37	24.40
05/01/2005	7,700	102.90	22.10	-	22.10	102.90	34.30	(5.18)	29.13	68.60
08/01/2005	17,500	109.38	22.10	15.30	37.40	109.41	36.47	16.88	53.35	72.94
11/01/2005	23,600	109.38	22.10	27.74	49.84	109.41	36.47	30.60	67.07	72.94
02/01/2006	9,400	109.38	22.10	-	22.10	109.41	36.47	(1.35)	35.12	72.94
05/01/2006	7,700	109.38	22.10	-	22.10	109.41	36.47	(5.18)	31.30	72.94
08/01/2006	15,100	109.38	22.10	10.40	32.50	109.41	36.47	11.48	47.95	72.94
11/01/2006	10,300	116.04	22.10	0.61	22.71	116.04	38.68	0.68	39.36	77.36
02/01/2007	11,900	116.04	22.10	3.88	25.98	116.10	38.70	4.28	42.98	77.40
05/01/2007	11,900	116.04	22.10	3.88	25.98	116.10	38.70	4.28	42.98	77.40
08/01/2007	21,300	116.04	22.10	23.05	45.15	116.10	38.70	25.43	64.13	77.40
11/01/2007	14,100	127.64	22.10	8.36	30.46	116.10	38.70	9.23	47.93	77.40
02/01/2008	11,200	121.80	23.20	2.78	25.98	121.80	40.60	2.70	43.30	81.20
05/01/2008	11,500	121.80	23.20	3.48	26.68	121.80	40.60	3.38	43.98	81.20
08/01/2008	19,400	121.80	23.20	21.81	45.01	121.80	40.60	21.15	61.75	81.20
11/01/2008	15,100	121.80	23.20	11.83	35.03	121.80	40.60	11.48	52.08	81.20
02/01/2009	12,400	123.42	25.80	9.60	35.40	135.60	45.20	5.40	50.60	90.40
05/01/2009	13,800	135.60	25.80	15.20	41.00	135.60	45.20	8.55	53.75	90.40
08/01/2009	20,100	143.10	25.80	40.40	66.20	143.10	47.70	22.73	70.43	95.40
11/01/2009	14,300	143.10	25.80	17.20	43.00	143.10	47.70	9.68	57.38	95.40
02/01/2010	17,800	147.00	26.50	20.67	47.17	67.50	22.50	17.55	40.05	45.00
05/01/2010	16,300	147.00	26.50	25.20	51.70	67.50	22.50	14.18	36.68	45.00
08/01/2010	17,700	155.10	26.50	30.80	57.30	75.54	25.18	19.40	44.58	50.36
11/01/2010	24,600	155.10	26.50	58.40	84.90	75.54	25.18	36.79	61.97	50.36
02/01/2011	13,500	168.00	28.70	14.00	42.70	81.81	27.27	8.81	36.08	54.54
05/01/2011	7,900	168.00	28.70	-	28.70	81.81	27.27	-	27.27	54.54
08/01/2011	16,300	172.20	28.70	25.20	53.90	81.81	27.27	15.86	43.13	54.54
11/01/2011	12,500	172.20	28.70	10.00	38.70	81.81	27.27	6.29	33.56	54.54
02/01/2012	10,400	189.00	31.50	1.60	33.10	94.50	31.50	1.01	32.51	63.00
05/01/2012	16,300	189.00	31.50	25.20	56.70	94.50	31.50	15.86	47.36	63.00
08/01/2012	23,400	202.50	31.50	53.60	85.10	94.50	31.50	33.73	65.23	63.00
11/01/2012	16,400	273.75	31.50	25.60	57.10	94.50	31.50	16.11	47.61	63.00
02/01/2013	7,000	279.30	40.00	-	40.00	94.80	31.60	-	31.60	63.20
05/01/2013	6,900	279.30	40.00	-	40.00	94.80	31.60	-	31.60	63.20
08/01/2013	9,600	279.30	40.00	-	40.00	94.80	31.60	-	31.60	63.20
11/01/2013	7,500	279.30	40.00	-	40.00	94.80	31.60	-	31.60	63.20
02/01/2014	7,100	283.50	40.80	-	40.80	96.60	32.20	-	32.20	64.40
05/01/2014	7,600	283.50	40.80	-	40.80	96.60	32.20	-	32.20	64.40
08/01/2014	8,000	311.85	40.80	-	40.80	96.60	32.20	-	32.20	64.40
11/01/2014	7,600	283.50	40.80	-	40.80	96.60	32.20	-	32.20	64.40

2015 Billing has been correct

2,753
 3,028

Sewer Charge based on water use

Village started to charge for sewer service based on consumption. For this billing period two months are charged under the new method.

	Water Use	Owner Charged	Correct Minimum = \$21.50 per unit	Over-charge on minimum	Qty over 10,000 gals	.215/100 gallons	Full Penalty	1 meter Penalty	Correct Charge	Adj (credit)
08/01/2012	23,400	\$ 32.40	\$ 14.33	\$ 7.17	13,400	\$ 19.21			\$ 33.54	\$ (1.14)
11/01/2012	16,400	\$ 64.50	\$ 21.50	\$ 43.00	6,400	\$ 13.76			\$ 35.26	\$ 29.24
02/01/2013	7,000	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
05/01/2013	6,900	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
08/01/2013	9,600	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
11/01/2013	7,500	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
02/01/2014	7,100	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
05/01/2014	7,600	\$ 64.50	\$ 21.50	\$ 43.00			\$ 6.45	\$ 2.15	\$ 23.65	\$ 40.85
08/01/2014	8,000	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
11/01/2014	7,600	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
02/01/2015	7,100	\$ 64.50	\$ 21.50	\$ 43.00					\$ 21.50	\$ 43.00
									\$ 264.45	\$ 412.95

EXHIBIT 2016-042

9 Parkway Place

Our house was fitted with a large capacity water meter without our knowledge. For the past three and a half years we have spent only approximately 35 days a year in Ithaca. Only two months ago did I inquire why our quarterly water and sewage bill invariably approximated \$300 per quarter? I learned from calling Bolton Point that this was the result of our having a large capacity meter, and that a more suitable meter would have resulted in approximately \$100 per month. Yesterday, we had installed a water meter appropriate for our living situation.

My wife and I estimate that over the past 3 1/2 years we paid roughly \$2,800 in excess water charges.

We would appreciate the Village considering refunding this amount to us.

Thank you in advance.

Sincerely,

Jeb Brooks
(607) 793-4179

9 Parkway Place										
Date	Cons/gals	Amount Billed	BP WATER Only x3	BP 10,000 gal minimum	BP H2O CONSUMP MP	BP TOT	VCH 3 units WATER	1 UNIT VCH MIN	VCH H2O CONSUMP	VCH TOT
02/01/2012	26,800	189.00	94.50	31.50	52.92	84.42	94.50	31.50	52.92	84.42
05/01/2012	10,000	241.29	94.50	31.50	-	31.50	94.50	31.50	-	31.50
ADJ		(178.29)				-	0.00			-
08/01/2012	10,000	189.00	94.50	31.50	-	31.50	94.50	31.50	-	31.50
11/01/2012	16,600	189.00	94.50	31.50	20.79	52.29	94.50	31.50	20.79	52.29
02/01/2013	6,000	214.80	120.00	40.00	-	40.00	94.80	31.60	-	31.60
ADJ		(143.20)				-	0.00			-
05/01/2013	6,100	214.80	120.00	40.00	-	40.00	94.80	31.60	-	31.60
08/01/2013	9,100	214.80	120.00	40.00	-	40.00	94.80	31.60	-	31.60
11/01/2013	6,100	214.80	120.00	40.00	-	40.00	94.80	31.60	-	31.60
02/01/2014	2,800	219.00	122.40	40.80	-	40.80	96.60	32.20	-	32.20
05/01/2014	2,900	219.00	122.40	40.80	-	40.80	96.60	32.20	-	32.20
08/01/2014	3,900	219.00	122.40	40.80	-	40.80	96.60	32.20	-	32.20
11/01/2014	7,700	219.00	122.40	40.80	-	40.80	96.60	32.20	-	32.20
02/01/2015	2,000	233.61	130.50	43.50	-	43.50	103.20	34.40	-	34.40
05/01/2015	300	233.61	130.50	43.50	-	43.50	103.20	34.40	-	34.40
		2,689.22	1,608.60	536.20	73.71	609.91	1350.00	450.00	73.71	523.71
							-160.75			
							1189.26			665.55