

MAYOR
Brian Marsh

VILLAGE OF MENANDS



TRUSTEES
Molly Harbour
Seth Harris
Nicholas Kalogridis
Timothy Lane

Regular Village Board Meeting
May 19, 2025

The regular semi-monthly meeting of the Board of Trustees of the Village of Menands, held on Monday, May 19th, 2025, was called to order by Mayor Brian Marsh at 6:00 P.M.

PRESENT:

Brian Marsh, Mayor
Molly Harbour, Trustee
Seth H. Harris, Trustee
Nicholas Kalogridis, Trustee
Timothy Lane, Trustee
Donald Handerman, Village Clerk
Mary Jane Vredenburg, Village Treasurer
Stephen Rehfuess, Village Attorney - Virtual
Ryan St. Gelais, Police Chief
Kevin Schwebke, Police Lt.
David Ognan, Fire Chief

Also attending: Bill Garvey, Charles Ansert, Mike & Susan MacKay, Debbie & Dave Teitsch, Ron & Catherine Mattice, Ted Donner, Jordan Bush, Paul Harbour, Kelly Lemyre, Jean Parker, Cindy & Chuck Price, Bill & Claudine Nevins, Dave LaFleur, Rene Fischetto, Megan & Dan Laurene, Chris Lawrence, Nichole Kirskey, Nick Sloboter, Jon Dudley, Gabriella Dudley, Lily Posey, Diane MacFarland, Susan Harris, Brett Harris, Diane Lane, Werak Taveres, Tyler Rodriguez, Chuck Smith, Patrick Semein, Jason Hoffman, Carol Darmetko, Christy Johnson.

Virtual attendance: Mike Hagmann, Susan Sweeney, Debra DiBiase, Val Parker, Mike Steurer, Peg Holland, George Smith, Robert Jewett, Mathew W, Cam the Ram, Allison Luke, Courtney Jaskula, Charles Kahl, James Knox, Matt Wroblewski, Lisa Neuman, Tony Lapari, Dara Blanchett, Kate Sheridan, Venessa Mercado, Madalyn Royal, Gary Dlugas, Natasha Willians, Alison, Beth Harbour, Lisa Proskin.

The Mayor led the Pledge of Allegiance and stated that this meeting is recorded.

Mayor Marsh advised the Board that Dr. Brett Harris was named one of Assemblymember Phil Steck's 2025 Women of Distinction. Mayor Marsh presented to Brett Harris the following Proclamation:

Board of Trustees of the Village of Menands, New York
DATED May 19, 2025

RESOLUTION honoring Brett R. Harris as one of Assemblymember Phil Steck's 2025 Women of Distinction

WHEREAS, Brett R. Harris is a lifelong resident of the Village of Menands and earned the degrees of Doctor of Public Health from the University at Albany and Bachelor of Science in Human Development from Cornell University College of Human Ecology; and

WHEREAS, Dr. Harris serves as president of the New York State Public Health Association (NYSPHA), a clinical associate professor at the University at Albany Center for Integrated Health Sciences and a senior research scientist at the NORC at the University of Chicago; and

WHEREAS, Dr. Harris has helped transform NYSPHA through a Public Health in Action Committee and a Mental Health Workgroup; and

WHEREAS, the Mental Health Workgroup went on a state-wide listening tour of school administrators, teachers, and support professionals to gain insight into the mental health needs of students in the wake of the COVID-19 pandemic; and

WHEREAS, to serve her local community, Dr. Harris volunteered to address the Village of Menands Board of Trustees from a professional viewpoint in response to questions concerning a proposed addiction recovery clinic, and currently serves on the advisory committee for Fusion Recovery; and

WHEREAS, for her outstanding career accomplishments, Dr. Harris has been honored as one of Assemblymember Phil Steck’s 2025 Women of Distinction; and

WHEREAS, for her tireless efforts to improve the health and safety of those who live in the Village of Menands, Town of Colonie, County of Albany, and the State of New York, Brett R. Harris deserves recognition; now

Therefore, I, Brian A. Marsh, Mayor of the Village of Menands, and Seth H. Harris, Deputy Mayor of the Village of Menands, do hereby honor Brett R. Harris for being named one of Assemblymember Phil Steck’s 2025 Women of Distinction, thank her for her contributions to our community, and encourage all Village of Menands residents to do the same.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Menands to be affixed this 19th day of May 2025.

Resolution Number: 250215

Trustee Harbour made a motion to accept the May 5th, 2025, Village Board Meeting Minutes, seconded by Trustee Harris.

ADOPTED:

Trustee Harbour		voting	AYE
Trustee Harris	voting		AYE
Trustee Kalogridis	voting		AYE
Trustee Lane	voting		AYE
Mayor Marsh	voting		AYE

Resolution Number: 250216

Trustee Harbour made a motion to approve payment for the following, seconded by Trustee Lane.

WARRANT 05/07/2025:

GENERAL	totaling	\$6,957.89
WATER	totaling	\$1,395.22
	TOTALS	\$8,353.11

WARRANT # 24:

GENERAL	totaling	\$167,265.17
WATER	totaling	\$244,007.13
SEWER	totaling	\$.00
	TOTALS	\$411,272.30

<u>PAYROLL # 25:</u> (05/12/25-05/15/25)	totaling	\$114,313.23
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ADOPTED:

Trustee Harbour		voting	AYE
Trustee Harris	voting		AYE
Trustee Kalogridis	voting		AYE
Trustee Lane	voting		AYE
Mayor Marsh	voting		AYE

Mayor Marsh gave an update on the South End Water Sewer Project. Discussion followed.

Ted Donner from LaBella led a discussion regarding amending the engineering cost for the South End Water Sewer Project. Discussion followed.



May 19, 2025

**Re: South End Water & Sanitary Sewer
Improvements Village of Menands
Proposal for Bidding, Contract Award, & Construction Phase
Services Proposal for Professional Services
DWSRF #18333 (Water)
CWSRF 5648-01-00 (Sewer)
LaBella Project #2220974.06**

Dear Mayor Marsh:

LaBella Associates (LaBella) is pleased to provide this proposal for bidding, contract award, and construction phase professional services associated with the water and sanitary sewer improvements in the South End Neighborhood in the Village of Menands. Please find our current project understanding, scope of services and associated fee schedule below.

Project Understanding/Executive Summary

The proposed infrastructure improvement project is currently in the bid review phase for construction work involving replacement of water and sewer infrastructure throughout the Village's South End Neighborhood. LaBella presently has a Professional Services Agreement (PSA) with the Village for this project for design phases of Contract 1 and for design and construction phases of Contract 2.

Total Work Completed to Date \$1,303,205.02.

Bid documents for Contract 1 have been prepared, the project was advertised for bids, and bids received on April 3, 2025. This proposal reflects budget revisions to account for bidding, contract award, and construction services for the final project scope.

LaBella proposes to provide bidding, contract award, and construction phase services as described in greater detail herein, as an amendment to our PSA for additional services in the amount of **\$1,849,000**. The new PSA total amount for design, bidding, award, and construction phase services will be \$3,152,205.02.

Scope of Additional Services

Based on our understanding of the project, LaBella will provide Bidding, Contract Award, Construction Administration, and Construction Observation services for the proposed water and sanitary sewer improvements.

LaBella offers the following scope of services:

Tasks 24, 25 – Bidding and Contract Award Phase Services Contract 1 (Water & Sewer)

LaBella will provide the following bidding and contract award phase services for Contract 1:

- Coordinate bid dates and resolution to call for bid with Village Board.
- Coordinate advertisement for bid.
- Issue bid documents to bidders, gather bidder contact information, coordinate with the Village.
- Organize Pre-bid meeting and attend.
- Respond to RFIs from Bidders.
- Prepare Addendum(s).
- Attend Bid Opening.
- Review bids and prepare recommendation to award to Lowest Responsible Bidder.
- Coordinate Board resolution to award contract to Lowest Responsible Bidder.
- Prepare and send Notice of Award with contract documents to Lowest Responsible Bidder (Contractor) for Execution.
- Coordinate Execution of Agreements with Village and Contractor.

Tasks 26, 27 – Construction Administration Services Contract 1 (Water & Sewer)

LaBella will provide the following construction administration services:

- Set up, coordinate, and attend Preconstruction Meeting with all involved parties.
- Prepare and send Notice to Proceed.
- Review Contractor's shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with contract documents.
- Provide one full time resident engineer on-site during non-winter construction period and part time during winter construction period(s) to coordinate field and office personnel.

- Review and monitor the contractor's construction schedule for compliance with the stipulated contract times.
- Review all submittals and shop drawings for the proposed work as provided by the Contractor.
- Review and certify contractor's monthly and final payment applications and submit to the Village of Menands for processing.
- Review and process change orders and provide the Village of Menands with recommendations on the validity of the change orders.
- Issue the substantial completion certificate, provide construction certification for work completed to NYSDOH, and provide a final document package including reports and other pertinent information.
- Issue a set of final record drawings based on contractor provided As-Builts, which reflect any construction phase modifications to the Contract Drawings in an electronic format agreeable to the Village.
- Assist the Village in coordinating with the NYSEFC and supporting the project financing requirements.

LaBella assumes that construction will occur between Summer 2025 through Summer 2027. We estimate the actual construction activities, assuming work proceeds through the winter, to be one-hundred-three (103) weeks. If construction continues beyond this period, LaBella will provide the Village with a revised scope and fee for the additional Construction Administration services.

To assist the Village in providing and processing required funding agency documentation, LaBella will also engage the services of a NYS certified MWBE subconsultant specializing in grant administration of publicly funded projects.

Tasks 28, 29 – Construction Observation Services Contract 1 (Water & Sewer)

LaBella will provide the following construction observation services to observe the quality of work and verify general conformance with the Contract Documents. Reports will be prepared for each site visit and the Village, and the contractor will be notified of any observed deficiencies. We are limiting our construction observation services to include only the following:

- Full-time observation of all work above and below grade, including work on existing mains, bypassing flows, subsurface work, or work which will be obscured following final completion, backfilling, testing, disinfection, grading, and site restoration.
- Based on an estimated one-hundred-three (103) week construction schedule, working through winter(s). Our estimated construction duration assumes contractors will utilize a 40-hour work week. If construction continues beyond this period, LaBella will provide the Village with a revised scope and fee for the additional Construction Observation services.
- We anticipate that the project's large magnitude of diverse construction work spread over a relatively large area, along with the phasing of work, will warrant two full-time qualified inspectors @ 40-hr/wk. each and part time senior field staff support @ 5-hr/wk., being on-site throughout the construction period. Field staff will coordinate with office staff via resident engineer described Construction Administration Services.

This is the minimum amount of observation our office can provide in support of a completed construction certification to the Regulatory Agencies regarding the proposed improvements. It is noted that our certification will state that it is only based on what is actually observed. It is noted that LaBella does not monitor the construction site for overall safety and LaBella's presence on the site does not alter the contractor's obligation of being solely responsible for construction site safety, means and methods of construction.

For the purposes of this proposal, we have developed the budget for this task assuming a regular inspector billing rate of \$135/hour per Inspector for observation, \$170/hr. for Construction Manager, and \$135/hour per M/WBE inspector for observation. At times, other qualified staff may be needed.

As a good faith effort to meet M/WBE participation goals, LaBella will engage a NYS certified M/WBE subconsultant to provide a portion of the field observation services. For the purposes of this proposal, the M/WBE Inspector will be utilized on a part time basis for the specialized monitoring of the proposed gas line installation project by National Grid that is scheduled to progress simultaneous to the water/sewer project.

Tasks RE03, RE04 – Reimbursable Expenses (Water & Sewer)

Reimbursable expenses include our direct expenses, such as mileage, overnight mailings, and extensive photocopying and map reproductions. These fees will be tracked under Tasks RE03 & RE04.

Professional Services Fee and Time Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summaries. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task which has been completed. Time and Materials tasks will be billed based on the actual hours and reimbursable expenses incurred. Fees listed for Time and Materials tasks are estimates only. LaBella will make its best effort to complete each of these tasks within the estimated amounts; however, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without first notifying you.

If additional construction observation services are required above that identified in this proposal, we will advise the Town and prepare professional services change order for your review before exceeding the budget.

The project is funded through NYS Environmental Facilities Corporation through two separate funding sources: CWSRF #5648-01-00 (Sewer) and DWSRF #18333 (Water). As a result, our fee and subsequent billings are required to be split as follows:

CWSRF #5648-01-00 Sewer (S): 58%.

DWSRF #18333 Water (W): 42%.

Fee Schedule Summary

Tasks		Fee Estimates		
Task No.	Task Description	Lump Sum Fee	Bill Time and Materials Estimate ⁽¹⁾	Sub-Consultant Fee (M/WBE)**
24	Bid & Contract Award Contract C1 (W)	\$33,500	--	--
25	Bid & Contract Award Contract C1 (S)	\$46,500	--	--
26	Construction Administration C1 (W)	--	\$147,500	\$21,530
27	Construction Administration C1 (S)	--	\$199,500	\$33,470
28	Construction Observation C1 (W)	--	\$501,500	\$61,000
29	Construction Observation C1 (S)	--	\$695,500	\$84,000
RE03	Reimbursable Expenses (W)	--	\$10,500	--
RE04	Reimbursable Expenses (S)	--	\$14,500	--
Subtotals		\$80,000	\$1,569,000	\$200,000
Total Bid, Award, & Construction Phase Services Professional Fee		\$1,849,000		

¹ Fees listed for Time and Materials tasks and Sub-Consultants are estimates only. LaBella will bill for actual hours and reimbursable expenses incurred and will make its best effort to complete each of these tasks within the estimated amounts, although it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. We will not exceed any estimated fee amounts without written authorization from you.

****M/WBE Participation Goal:** M/WBE participation goal for all professional services, combined for project is 20%. The total professional services fees, including the completed work and additional services as described herein will be \$1,303,205 + \$1,849,000 = \$3,152,205. The M/WBE participation previously completed for tasks 1-23 totaled \$121,148. The M/WBE participation for the additional services described herein is \$200,000 for a total M/WBE participation of \$311,148, which is a participation rate of \$321,148/\$3,152,205 = 10.2%. LaBella will make good faith efforts to engage NYS certified M/WBE subconsultants to meet the participation goal as shown on the fee schedule.

Time Schedule Summary

Tasks		Estimated Schedule ²
Task No.	Task Description	Projected Start/End Dates
26, 27	Construction Administration C1	Start: Immediately after Notice to Proceed (NTP) Anticipated Construction Activities: 103-weeks.
28, 29	Construction Observation C1	Start: Immediately after Notice to Proceed (NTP) Anticipated Construction Activities: 103-weeks.

² Projected start and end dates are subject to change and are based on issuance date for Construction Notice to Proceed. Because certain aspects of the project are outside of LaBella’s control (e.g., Contractor schedules, agency approvals, etc.), LaBella cannot guarantee completion of the project within these proposed schedules.

Limitations

This proposal includes the cost for only those services specifically outlined above. Additional items not addressed as part of this proposal include but are not limited to:

- Design phase services, as contained under previous tasks indicated in the PSA

and described herein.

- Construction survey or stakeout.

The client will arrange for all necessary permissions, to allow LaBella and their employees to enter upon the lands of others as necessary to complete this proposed project, and to save and hold harmless LaBella its agents, servants, and employees from any claims for damages for trespass on the subject premises and adjoining lands.

If this proposal is acceptable, and as our authorization to proceed, please send us a copy of the approved Village Board Resolution for LaBella's bid, contract award, and construction phase services contract as described in this proposal in amount of **\$1,849,000** as an amendment to our existing Professional Services Agreement for this project.

As an amendment to the existing PSA for Design Phase Services, all NYS Mandatory Terms and Conditions would apply to the professional services described herein.

We would be glad to meet with you or the Village Board to further discuss our approach if deemed appropriate. Please feel free to contact me at 518-390-3416 if you have any questions or require clarification of the proposed scope of services offered. LaBella looks forward to the opportunity to continue working with the Village on this most important project.

Sincerely,



Reuben Hull, PE, PMP, M. ASCE
Municipal Discipline Leader, Sr. Civil Engineer

Resolution Number: 250217

Trustee Lane made a motion to approve the revised engineering cost for the Southend Water Sewer Project by LaBella at a cost of \$3,152,205.02 for Professional; Servies, second by Trustee Harris.

ADOPTED:

Trustee Harbour	voting	AYE
Trustee Harris	voting	AYE
Trustee Kalogridis	voting	AYE
Trustee Lane	voting	AYE
Mayor Marsh	voting	AYE

Mayor Marsh advised the Board that the Bond Resolutions have to be amended. There will be two resolutions for water and one for sewer. The water bond is increasing by \$1,396,000.00 and the sewer bond in is increasing by \$1,474,000.00. The Clerk will notice both Bonds as per the law. The Bonds are subject to Permissive Referendum. Residents will have right to obtain 610 signatures to hold a Special Election to vote on the referendum. Discussion followed.

**BOND RESOLUTION
(SUBJECT TO PERMISSIVE REFERENDUM)**

At a regular meeting of the Board of Trustees of the Village of Menands, Albany County, New York, held at the Village Hall, in Menands, New York, in said Village, on the May 19, 2025, at 6:00 o'clock A.M., Prevailing Time.

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

PRESENT:

- Mayor Marsh
- Trustee Harbour
- Trustee Harris
- Trustee Kalogridis
- Trustee Lane

ABSENT:

Resolution Number: 250218

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

BOND RESOLUTION DATED MAY 19, 2025. A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF AN ADDITIONAL \$1,396,000 BONDS OF THE VILLAGE OF MENANDS, ALBANY COUNTY, NEW YORK, TO PAY PART OF THE COST OF

THE CONSTRUCTION OF IMPROVEMENTS TO AND RECONSTRUCTION OF THE WATER DISTRIBUTION SYSTEM, IN AND FOR SAID VILLAGE.

WHEREAS, the Board of Trustees of the Village of Menands, Albany County, New York, on December 6, 2021, duly adopted a bond resolution authorizing the issuance of \$5,059,000 bonds of said Village to pay the cost of the construction of improvements to and reconstruction of the water distribution system, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for said Village of Menands, Albany County, New York; and

WHEREAS, said capital project has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; and

WHEREAS, it has now been determined that the maximum estimated cost of such class of objects or purposes is \$6,455,000, an increase of \$1,396,000 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$1,396,000 bonds of said Village for such class of objects or purposes to pay a portion of the cost thereof; NOW, THEREFORE,

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 Menands, Albany County, New York, as follows:

Section 1. For the class of objects or purposes of paying additional costs of the construction of improvements to and reconstruction of the water distribution system, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued an additional \$1,396,000 bonds of the Village of Menands, Albany County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such class of objects or purposes is now determined to be \$6,455,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is as follows:

- a) by the issuance of the \$5,059,000 bonds of said Village authorized to be issued pursuant to bond resolution dated and duly adopted December 6, 2021; and
- b) by the issuance of the additional \$1,396,000 bonds of said Village authorized to be issued pursuant to this bond resolution;

It is hereby further determined that the provision in the bond resolution of December 6, 2021, reducing the amount of serial bonds to be issued to the extent that any grants-in-aid are received for said class of objects or purposes is hereby amended to eliminate said provision.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first obligations therefor. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Menands, Albany County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. 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 serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer. 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 6. 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 the Village Treasurer shall deem best for the interests of said Village, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Village Treasurer 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 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial 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 8. The Village Treasurer is hereby further authorized, at the Village Treasurer’s sole discretion, to execute a project finance agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof and of the bond resolution dated December 6, 2021, or a portion thereof, by a bond, and/or note issue of said Village in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Village Treasurer. Such notes shall be of such terms, form and contents as may be prescribed by said Village Treasurer consistent with the provisions of the Local Finance Law.

Section 10. 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 at 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 11. 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 12. Upon this resolution taking effect, a summary thereof shall be published in the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. This resolution is adopted subject to permissive referendum.

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

<u>ADOPTED:</u>			
Trustee Harbour	voting	Aye	
Trustee Harris	voting	Aye	
Trustee Kalogridis	voting	Aye	
Trustee Lane	voting	Aye	
Mayor Marsh	voting	Aye	

The resolution was thereupon declared duly adopted.

BOND RESOLUTION
(SUBJECT TO PERMISSIVE REFERENDUM)

At a regular meeting of the Board of Trustees of the Village of Menands, Albany County, New York, held at the Village Hall, in Menands, New York, in said Village, on the May 19, 2025, at 6:00 o’clock A.M., Prevailing Time.

The meeting was called to order by Mayor Marsh, and upon roll being called, the following were PRESENT:

- Mayor Marsh
- Trustee Harbour
- Trustee Harris
- Trustee Kalogridis
- Trustee Lane

ABSENT:

Resolution Number: 250219

The following resolution was offered by Trustee Harris, who moved its adoption, seconded by Trustee Lane, to-wit:
BOND RESOLUTION DATED MAY 19, 2025.

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM,
THE ISSUANCE OF AN ADDITIONAL \$1,474,000 BONDS OF THE VILLAGE OF
MENANDS, ALBANY COUNTY, NEW YORK, TO PAY PART OF THE COST OF
THE CONSTRUCTION OF IMPROVEMENTS TO AND RECONSTRUCTION OF
SANITARY SEWER MAINS, IN AND FOR SAID VILLAGE.

WHEREAS, the Board of Trustees of the Village of Menands, Albany County, New York, on November 15, 2021, duly adopted a bond resolution authorizing the issuance of \$6,926,000 bonds of said Village to pay the cost of the construction of improvements to and reconstruction of sanitary sewer mains, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, in and for said Village of Menands, Albany County, New York; and

WHEREAS, said capital project has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; and

WHEREAS, it has now been determined that the maximum estimated cost of such class of objects or purposes is \$8,400,000, an increase of \$1,474,000 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$1,474,000 bonds of said Village for such class of objects or purposes to pay a portion of the cost thereof; NOW, THEREFORE,

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 Menands, Albany County, New York, as follows:

Section 1. For the class of objects or purposes of paying additional costs of the construction of improvements to and reconstruction of sanitary sewer mains, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued an additional \$1,474,000 bonds of the Village of Menands, Albany County, New York, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such class of objects or purposes is now determined to be \$8,400,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is as follows:

- a) by the issuance of the \$6,926,000 bonds of said Village authorized to be issued pursuant to bond resolution dated and duly adopted November 15, 2021; and
- b) by the issuance of the additional \$1,474,000 bonds of said Village authorized to be issued pursuant to this bond resolution;

It is hereby further determined that the provision in the bond resolution of November 15, 2021, reducing the amount of serial bonds to be issued to the extent that any grants-in-aid are received for said class of objects or purposes is hereby amended to eliminate said provision.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first obligations therefor. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Village of Menands, Albany County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. 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 serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer. 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 6. 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 the Village Treasurer shall deem best for the interests of said Village, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Village Treasurer 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 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations

prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial 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 8. The Village Treasurer is hereby further authorized, at the Village Treasurer's sole discretion, to execute a project finance agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof and of the bond resolution dated November 15, 2021, or a portion thereof, by a bond, and/or note issue of said Village in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Village Treasurer. Such notes shall be of such terms, form and contents as may be prescribed by said Village Treasurer consistent with the provisions of the Local Finance Law.

Section 10. 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 at 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 11. 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 12. Upon this resolution taking effect, a summary thereof shall be published in the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. This resolution is adopted subject to permissive referendum.

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

ADOPTED:

Trustee Harbour	voting	Aye
Trustee Harris	voting	Aye
Trustee Kalogridis	voting	Aye
Trustee Lane	voting	Aye
Mayor Marsh	voting	Aye

The resolution was thereupon declared duly adopted.

* * * *

Mayor Marsh advised the Board that Oakridge and part of Gibbs Circle needs emergency paving. Discussion followed.

The following quotes were received.

1. Luizzi Brothers \$64,000.00
2. DB Paving \$34,027.00
3. Callanan \$53,075.00

Resolution Number: 250220

After a discussion Trustee Lane made a motion to approve DB Paving at a cost of \$34,027.00 to complete emergency paving of Oakridge and part of Gibbs Circle, second by Trustee Harris

ADOPTED:

Trustee Harbour	voting	Aye
Trustee Harris	voting	Aye
Trustee Kalogridis	voting	Aye
Trustee Lane	voting	Aye
Mayor Marsh	voting	Aye

Mayor Marsh gave an update on Albany County Healthcare Cooperative. Discussion followed.

Regional Expansion of Albany County Healthcare Cooperative (REACH Co-op) Wednesday, May 7, 2025.

Item	
Introductions	Deputy County Executive Michael McLaughlin
Status of Participants	Albany County Menands Watervliet Voorheesville RCS Public Library Voorheesville Public Library
Name	Regional Expansion of the Albany County Healthcare Cooperative
Municipal Cooperative Agreement	Signing the municipal cooperative agreement
Municipal Cooperative Agreement	Key Components - Presentation by Marty Cahill I. Participant Committees Executive Committee (section F) Joint Committee on Plan Structure and Design Union members - how are they selected Management members, not required to be a board member There shall be a chair of the Joint Committee 2. Chief Fiscal Officer- Dave Reilly, Commissioner of Management and Budget County of Albany 3. Voting - how does it work? 4. Questions
ACHPC Board of Directors	Verification of Board Members and Alternate
Application for the Certificate of Authority	Critical components and keys dates - Presentation by Marty Cahill
Board Positions - Officers must be a board member	Chairperson Vice Chairperson Secretary to the Board
Other Key Roles and Responsibilities as follows:	Administrator Clerk to the Board Counsel to the Board Treasurer Fiscal Officer CPA Cooperative Consultant

Municipal Cooperative Agreement

THIS AGREEMENT (the "Agreement"¹¹) made effective as of the 7th day of May 2025 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the ¹¹Participants¹¹).

WHERE AS:

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 "New York State Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, and prescription drug) 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"¹¹) (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 Participant¹'s collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Regional Expansion of Albany County Healthcare Cooperative (REACH Co-op) the ¹¹Cooperative" for the purpose of providing health benefits (medical, surgical, hospital, and prescription drug) to those Enrollees that each Participant individually elects to include in the Cooperative Medical Plan(s) (the "Plan(s)").
2. The following Participants comprise the membership of the Cooperative:

Municipality Name	Effective Date
County of Albany	01/01/2026
Village of Menands	01/01/2026
Village of Voorheesville	01/01/2026

City of Watervliet	01/01/2026
RCS (Ravena Coeymans Selkirk) Community Library	01/01/2026
Voorheesville Public Library	01/01/2026

- 3. Membership in the Cooperative may be offered to any municipal corporation as defined in New York State Insurance Law §4702(t) within the geographical boundaries of the County of Albany, 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. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry. Notwithstanding anything to the contrary set forth in this Agreement, admission of new Participants shall not require amendment of Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.
- 4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations not located within the geographical boundaries set forth in Paragraph A(3) 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.
- 5. 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 Cooperative with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.
- 6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.
- 7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Cooperative, 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 Cooperative, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Cooperative. 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, hospital, and prescription drugs) 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 Participant¹'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.

2. New Participants (each a "New Participant") who enter the Cooperative 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 Cooperative 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 Cooperative funding falls below those levels required by the Insurance law as follows:
 - a. In the event the Cooperative 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 Cooperative 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 8(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 Cooperative, responsible for management, control, and administration of the Cooperative 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(1)), 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

Cooperative¹'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 Cooperative for their service and shall serve a term from January 1 through December 31 (the ¹¹Plan Year¹¹).
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 Cooperative, 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.
7. While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing appropriate video conferencing 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.
8. 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(1 2).
9. 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.
- IO. 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) days' notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.
11. 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 Cooperative, 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

12. 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 New York State Insurance Law Section 4705, to take action on the following matters:
 - a. In accordance with New York State Insurance Law §4705(d)(5), to approve an annual budget for the Cooperative, 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 New York State Insurance Law §4705(d)(S)(B) and filed with and approved by the Superintendent.
 - b. To audit receipts and disbursements of the Cooperative and provide for independent audits, and periodic financial and operational reports to Participants in accordance with New York State Insurance Law §4705(e)(l).
 - c. To establish a joint fund or funds to finance all Cooperative

expenditures, including claims, reserves, surplus, administration, stop-loss insurance, and other expenses in accordance with New York State Insurance 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 New York State Insurance 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 New York State Insurance 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 Cooperative, 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 Cooperative; 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 Cooperative 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 New York State Insurance 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 Cooperative, in accordance with New York State Insurance 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 New York State Insurance Law§ 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
 - i. 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 Cooperative. The Board designates Jeffery V. Jamison, County Attorney, Albany County as the Cooperative's attorney-in- fact.
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 Cooperative.
 - 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 Cooperative 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 take all necessary action to ensure that the Cooperative obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- k. To take all necessary action to ensure the Cooperative is operated and administered in accordance with the laws of the State of New York.
- I. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

EXECUTIVE COMMITTEE.

- 1. The Executive Committee of the Cooperative shall consist of the Chairperson, the Vice-Chairperson, the Secretary, and the Chief Fiscal Officer of the Cooperative. The Secretary shall be the governing board member who holds all records in accordance with Article E, Section 1(g).
- 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 Cooperative between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

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 Cooperative 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 Cooperative, shall not be deemed employees of the Cooperative. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Cooperative. The officers of the Cooperative shall serve without compensation from the Cooperative. However, officers 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.

CHAIRPERSON; VICE CHAIRPERSON; SECRETARY.

- 1. The Chairperson shall be the chief executive officer of the Cooperative.
- 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 Cooperative 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.

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

CHIEF FISCAL OFFICER.

The Chief Fiscal Officer shall act as the chief financial administrator of the Cooperative and disbursing agent for all payments made by the Cooperative and shall have custody of all monies either received or expended by the Cooperative. The Chief Fiscal Officer may delegate their duties to the Cooperative's Treasurer to take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be a fiscal officer of a Participant. The Chief Fiscal Officer shall receive no remuneration from the Cooperative. 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 Cooperative.

3. All monies collected by the Chief Fiscal Officer relating to the Cooperative, 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.

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 Cooperative in such monies and principal amount as may be required by the Superintendent.

All monies collected from the Participants by the Chief Fiscal Officer in connection with the Cooperative 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.

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

4. The Chief Fiscal Officer shall account for the Cooperative's reserve funds separate and apart from all other funds of the Cooperative, 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

- d. funds;
 - e. the order, purpose, date, and amount of each payment from the reserve fund; and
 - f. the assets of the fund, indicating cash balance and schedule of investments.
5. 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:

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;

- a. an annual report and quarterly reports describing the Cooperative's current financial status; and
- b. an annual independent actuarial opinion on the financial soundness of the Cooperative, 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.
- c. 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 Cooperative's reserve funds.

F. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members two (2) individuals to serve as an additional at-large voting Labor Members on the Board of Directors of the Cooperative. If the number of municipal members on the Cooperative rises to twenty (20), 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 Cooperative. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives" as defined in Section C(1) of this Agreement. If the number of municipal members on the

Cooperative 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 Cooperative 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.

G. PREMIUM CALCULATIONS/PAYMENT.

- a. 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.
- b. In accordance with New York State Insurance Law § 4706, the Cooperative shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.
- c. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due may be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday, or day observed as a legal holiday by the Participants.

The Cooperative 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 Cooperative.

- d. 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 8(3) above.
- e. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year's budget.

H. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Cooperative, 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 Cooperative, as set forth in this Agreement.

I. 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 following reports are prepared and submitted:

- a. 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 Cooperative, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.
- b. 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.
- c. The Board shall file reports with the Superintendent describing the Cooperative's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.
- d. 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.
- e. 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.
- f. Each Participant shall be responsible for any reporting requirements, including those associated with the Patient Protection and Affordable Care Act (ACA), not set forth in Article 47 of the New York State Insurance Law or in this Section O of this Agreement.

P. WITHDRAWAL OF PARTICIPANT.

- a. Withdrawal of a Participant from the Cooperative shall be effective only once annually on the last day of the Plan Year.
- b. 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.
- c. 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 Cooperative surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Cooperative 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.

- d. 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 Cooperative as a percentage of the aggregate premium contributions to the Cooperative 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 Cooperative. 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 Cooperative 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.
- e. Withdrawing Participants shall be provided with reports and data as deemed necessary and prudent by the Board of Directors to facilitate the transition. Appropriate safeguards and/or agreements may be necessary prior to the issuance of any reports and/or data which may be considered to be Protected Health Information (PHI) as defined by the Health Insurance Portability and Protection Act (HIPPA).

Q. DISSOLUTION; RENEWAL; EXPULSION.

- a. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Cooperative shall be dissolved and terminated. If such determination is made, the Cooperative shall be dissolved ninety (90) days after written notice to the Participants.
 1. Upon determination to dissolve the Cooperative, 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 Cooperative's affairs in an orderly manner designed to result in timely payment of all benefits.
11. Upon termination of this Agreement, or the Cooperative, 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 Cooperative are closed. No part of any funds of the Cooperative shall be subject to the claims of general creditors of any Participant until all Cooperative benefits and other Cooperative obligations have been satisfied. The Cooperative'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 Cooperative terminates.
111. 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.
- b. The continuation of the Cooperative 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").
 1. 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.

11. 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 Cooperative until the next Review Date under the existing terms and conditions of the Agreement.
111. 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.
- iv. Notwithstanding the foregoing or Section Thereof, 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 Cooperative under the existing Agreement until the next Review Date.
- c. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Cooperative. In the event the Board determines that:
 1. 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 Cooperative; or
 - ii. a Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Cooperative, or toward any individual Participant concerning matters relating to the Cooperative, the Board may vote to conditionally terminate said Participant's membership in the Cooperative. 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 Cooperative 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:

- a. The Participant understands and acknowledges that its participation in the Cooperative 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.
- b. 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.

- c. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Cooperative may on occasion temporarily disadvantage one or more of the individual Participants.
- d. 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 Cooperative operates.
- e. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting. 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.
- f. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Cooperative. Each Participant may request records and documents relative to their participation in the Cooperative by providing a written request to the Chairperson and Chief Fiscal Officer. The Cooperative 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 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").

- a. 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 Cooperative 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.
- b. Disputes subject to ADR. Any dispute by any Participant, Board

Member, or Committee Person arising out of or relating to a contention that:

1. 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;
 11. 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
 111. 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.
- c. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:
- i. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant"¹¹) 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.
 1. 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.

- ii. 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 ¹¹ 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;

1. 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
2. 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 Cooperative. 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 Cooperative.

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

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 Cooperative and subsequently adopted by all participating municipalities.

County of Albany

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.

Mayor Marsh tabled the hiring of the Youth Coordinator Position. Both candidates will be interviewed by the Board. A lengthy discussion followed.

Mayor Marsh led a discussion to construct a wall with a door in lobby area of the Fire House. The following quotes were received:

McGuirk Construction \$16,000.00

South Paw Construction \$ 4,270.00

Discussion followed.

Resolution Number: 250221

Trustee Kalogridis made a motion to approve South Paw Construction to construct a wall with a door in lobby area of the Fire House at a cost of \$ 4,270.00, second by Trustee Harris.

ADOPTED:

Trustee Harbour	voting	Aye
Trustee Harris	voting	Aye
Trustee Kalogridis	voting	Aye
Trustee Lane	voting	Aye
Mayor Marsh	voting	Aye

Mayor Marsh led a discussion regarding having blown in insulation applied to above the second floor of 250 Broadway. The cost of the insulation would be covered by the NTSERTA Grant. Discussion followed.

Resolution Number: 250222

Trustee Lane made a motion to approve MIG Building Systems to blow in insulation applied to above the second floor of 250 Broadway. The cost of the insulation would be covered by the NTSERTA Grant at a cost of \$ 9,597.00, second by Trustee Harris.

ADOPTED:

Trustee Harbour	voting	Aye
Trustee Harris	voting	Aye
Trustee Kalogridis	voting	Aye
Trustee Lane	voting	Aye
Mayor Marsh	voting	Aye

Mayor Marsh and Treasurer Vredenburg presented the following Tax Warrant for 2025-2026. Discussion followed.

2025-2026
TAX WARRANT

TO: Mary Jane Vredenburg
Treasurer, Village of Menands

YOU ARE HEREBY COMMANDED to receive and collect from the several persons named in the tax roll hereunto annexed, the several sums stated in the last column hereof opposite their respective names, being a total of \$ 2,959,637.70 for the following purposes:

For the General Fund \$ 2,838,822.09

For Relevied Water & Sewer Rents
and Charges, with Interest \$ 121,130.35

YOU ARE FURTHER COMMANDED to receive and collect such sums without additional charge between the first day of June and the first day of July 2024 both inclusive; and thereafter to collect with such of the sums as have not been therefore collected, an additional charge of five per centum for the first month (July) or fraction thereof and an additional one per centum for each month or fraction thereof thereafter until paid.

YOU ARE FURTHER COMMANDED to file the tax roll and warrant in your office on or before the first day of November 2025, and to deliver to the Board of Trustees at the same time an account of the taxes remaining due and unpaid; describing each parcel of real property upon which taxes are unpaid, showing the person or persons to whom the parcel is assessed and showing as to each parcel the amount of tax unpaid. Thereafter, said statement of unpaid taxes is to be transmitted to the Albany County Treasurer for collection and payment.

Brian Marsh
Mayor

Dated: May 19, 2025

Attest: _____
Mary Jane Vredenburg
Treasurer

Resolution Number: 250223

Trustee Lane made a motion to approve the Mayor to sign the Tax Warrant for 2025-2026 second by Trustee Harris.

ADOPTED:

Trustee Harbour	voting	Aye
Trustee Harris	voting	Aye
Trustee Kalogridis	voting	Aye
Trustee Lane	voting	Aye
Mayor Marsh	voting	Aye

Mayor’s Report:

1. The Village is getting quotes to repair the roof over south stairwell of the Fire Department.
2. The Village has applied for a grant through Albany County to make repairs to the culvert at Herick and Kingston.
3. Fire Department has received word that CDTA will be donating a Tolly
4. On May 20th, the Village will be meeting with NY DOT regarding RT378 Project and the Menands Bridge replacement.
5. Albany Rural Cemetery has asked Mayor Marsh to be on their grounds committee.
6. The Polk Switzer focus group will be meeting soon to go over Park Improvements
7. New Picnic Tables will be delivered this week for Ganser Smith Park
8. New flooring has been installed at the Police Department
9. Mayor Marsh advised that under the Taylor Law every employee has the right to be represented by a union and it would be illegal for the Village to try and stop a union to organize. The Mayor also advised the City of Troy and The Town of Colonie’s Command Staff are unionized.
10. Mayor Marsh advised that under Village Law a Trustee can not also be an employee of a Village Department. Discussion followed

Trustee’s Report:

Lane: No Report

Kalogridis: Can the Village look into paving Cornell Drive.

Harris: No Report

Harbour:

1. School Budget Vote May 20, 2025
2. The School will be using an unuse snow this week
3. There will be a PTA Breakfast at the Park
4. Congratulated Susan Handerhan for receiving a Lifetime Achievement Award from Special Olympics.

Clerk’s Report:

1. The following candidates of will be running for the two Trustee Positions:
 - a. Seth Harris
 - b. Timothy Lane
 - c. Lisa Neuman
 - d. Bill Nevins
2. Applications for Early Voting and Absentee Ballots can be obtained at the Village Office and on the Village Website.
3. Permanent Absentee Ballots have a sent out.
4. Registration Day will June 7, 2025, in the Firehouse lobby from 12PM – 5 PM
5. Election Day will June 17, 2025, from 12 PM- 9 PM.
6. Reminded the Board that he will be absent from the June 2, 2025, Board meeting due to a conference.

General Comments:

TO: All Menands Village Board Members
FROM: Bill Garvey Jr

I got my report dealing with several important Village items as follows:

- 1 He is glade that 4 street light markers at Mid-City Plaza have been painted
- 2 He is delighted that the potholes on several streets have been repaired
- 3 The DPW Supervisor will investigate the missing Dead-End sign on Kenmar Rd
- 4 Children at Play signs should be posted on their own post not on utility poles
- 5 He cleaned up boxes on the Little League field and put them in the dumpster
- 6 The parking lot at Ganser Smith Park need repairs
- 7 He reported to the Police Dept items were too close to the green dumpster
- 8 He reported to the Police Dept that one seat at LL bleachers needs repair
- 9 He swept the men’s restroom and remove cobwebs at LL field
- 10 He doesn’t like the Village increasing the water rates by 5%, he will support the increase reluctantly.
- 11 He is delighted Village added All Turning Vehicles Must Yield Right Away to Pedestrians at Brookside & Broadway, however he would like to see them placed on additional roads Menands, Clifford & Glenwood Roads, Harts Lane + Tillinghast Ave
- 12 He requested that the Village ask NYSDOT to install directional left light signals for the following places: Simmons Lane + Broadway; Menand + Market Road + Broadway
- 13 He is asking why it’s taking so long for the house at 412 Broadway to be repaired
- 14 He is happy that the trees at the water plant have been pruned
- 15 He has noticed several fire hydrants covered with weeds and plants

Resident Paul Harbour

1. Thought it was ironic that a Proclamation regarding Law Day and the Village Closing the Court
2. The believes that Samatha Hall failed as Youth Director
3. The culvert next to the Railroad tracks needs to be cleaned out.

Resident Lorreta Belmonte asked how many bids for the paving?

Resident Chuck Smith:

1. How many bids for South End Project?
2. Thought the culvert repair was covered under the South End Project
3. When will National Grid begin their work

Resident Kathy Boulet if the tree on Menand Road could be pruned

Resident Steve Boulet:

1. Asked to have the bush at the end of Menand Road cut back it’s covering the sidewalk.
2. Asked about the status of the alternate parking in the heart of the Village.

Resident Paul Harbour asked if Brookside was still on the paving list

Resident Lorretta Belmonte asked if the Village would get monies for Field Trips for kids

Dara Blanchett asked if the status of the land next to Polk Switzer Park.

Lisa Neuman stated the date of the Park Committee is Memorial Day

Bill Nevins thanked Mayor Marsh for the he handled the Youth Director issue.

Carl Clemenzi stated there is a problem with the timing of the light at Menand Road and Broadway

AT 7:30 P.M. Trustee Harris made a motion to enter Executive Session to discuss a Personnel Matter matter, seconded by Trustee Harbour.

ADOPTED:

Trustee Harbour	voting	AYE
Trustee Harris	voting	AYE
Trustee Kalogridis	voting	AYE
Trustee Lane	voting	AYE
Mayor Marsh	voting	AYE

The regular meeting reconvened at 8:16 P.M.

Trustee Harris made a motion to adjourn the meeting, seconded by Trustee Harbour.

ADOPTED:

Trustee Harbour	voting	AYE
Trustee Harris	voting	AYE

Trustee Kalogridis	voting	AYE
Trustee Lane	voting	AYE
Mayor Marsh	voting	AYE

The meeting was duly adjourned at 8:16 P. M.

I, Donald Handerhan, Village Clerk for the Village of Menands, Do Hereby Certify that the foregoing is a true and correct report of all motions and resolutions and or enacted, and all other procedures had and taken by the Village of Menands Board of Trustees at the regular meeting held on, May19th, 2025.

Donald Handerhan, Village Clerk