

**Agenda**  
**Board of Trustees Meeting**  
**At The Village of Lansing Office**  
**2405 N. Triphammer Road**  
**July 16, 2018 @ 7:30pm**

7:30 Call To Order & Public Comment

Approve Minutes from June 14<sup>th</sup>

Consider Awarding Contract for July 2<sup>nd</sup> Bid

Consider Resolution to Join Greater Tompkins Health Insurance Consortium

Continued Discussion on Greenway Plan  
(Can be reviewed on our webpage at [vlansing.org](http://vlansing.org))

Continued Discussion on Community Hall Agreement

Mayor's Comments

General Discussion

Adjournment

Small Employers (less than 50 full-time equivalent employees)

Resolution# - Authorizing Municipality to Apply for Acceptance into the GTCMIC

RESOLVED, that the Village of Lansing Board of Trustees hereby authorizes the Mayor to apply to become a "Participant" in the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC);

RESOLVED FURTHER, this authorization grants permission to the Village of Lansing Mayor to:

1. Submit the Village of Lansing's most recent two years of State Comptroller AUD reports;
2. Submit the Village of Lansing's most recent monthly premium billing statements from all health insurance carriers providing benefits to active employees and retirees.

Said premium billing statements should include the name of the municipality and the month for the which the billing is related. In addition, said premium bills must include the number of contracts (employee, employee + spouse, employee + child (children), and family) and monthly premium rate for each plan of benefit.

3. Seek a waiver from the GTCMHIC Board of Directors for the payment of the Surplus Reserve payment (5% of annualized premium) as required Article 47 of the New York State Insurance Law and the rules of the Consortium. If the waiver is not granted, the Village of Lansing Mayor is authorized to pay the Consortium the Surplus Reserve payment equal to 5% of anticipated annual premium, as determined by the GTCMHIC Board of Directors.
4. Sign the Municipal Cooperative Agreement of the GTCMIC upon notification that the GTCMHIC Board of Directors has approved the Village of Lansing's application to become a Participant in the Consortium.
5. Notify the GTCMHIC's Executive Director in writing by **November 1<sup>st</sup>** as to which Consortium health insurance plan the Village of Lansing's employees and retirees will be participating in upon the effective date of participation in the Consortium.
6. Notify the Consortium of the name and contact information for the person within your organization for benefit administration.
7. Take the steps necessary to comply with the GTCMHIC's dependent verification and other membership eligibility rules and requirements, including the Village of Lansing's commitment to utilize the Consortium's on-line enrollment process or authorize the Consortium to provide this function directly to the Village of Lansing's employees and retirees.

Draft #3 for Discussion at 7/16/18 meeting  
COMMUNITY HALL  
Village of Lansing

AGREEMENT

This Agreement, between the Village of Lansing-Community Hall (the OWNER) and the name/organization (USER) describe the terms and conditions under which the OWNER shall allow the USER to use the Community Hall for the Village of Lansing hereinafter referred to as the PROPERTY.

The OWNER agrees to make the PROPERTY as described below available to the USER for the date(s) and time(s) and purposed as described below, and in consideration for such use, the USER agrees to pay the fees and to abide by the terms and consideration set forth in this Agreement.

**Fees and Terms and Conditions**

1. This document contains the basic USE agreement between the OWNER and the USER.
2. The OWNER agrees to make the PROPERTY available to USER on the date \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ for USER's exclusive use. The USER shall be present.
3. The PROPERTY consists of the Village of Lansing-Community Hall of the building located at 2405 N. Triphammer Rd., Ithaca, NY 14850. The Community Hall includes the use of a room, the restroom and coat area. The PROPERTY also includes use of parking areas owned by the Village of Lansing
4. For the use of the PROPERTY as described above, USER agrees to pay OWNER the agreed rental fee of \$10.00 for each day of use. The base fee is payable to the Village of Lansing to cover the heat, electricity, water, use of tables and chairs for up to 29 people and the afore-mentioned restroom. OWNER shall provide to USER a written invoice associated with the day's use, and payment shall be due before the event.
5. USER also agrees to make a separate (This is so we don't have to write checks, we can just return the one they gave us) \$50.00 deposit to the OWNER to insure their responsible for all damages to the facility, grounds, parking areas and equipment, caused by the USER or its participants or invitees. USER agrees to make no temporary or permanent modifications to the PROPERTY without prior notification to and written approval of the OWNER. On each day of its use, USER agrees to return the PROPERTY in the same or better condition that it was in prior to its use, including entrance and exit. After the event the OWNER's staff will inspect the facility and determine the USER's damages or not. The deposit will be return if there is no damage. (Need to decide if we are going to limit how often or how long the room can be rented by one person?)

6. USER agrees that it will not use the PROPERTY for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above describing PROPERTY. USER agrees that no commercial business will be conducted in the Community Hall or on Village of Lansing property. USER agrees to make its best effort to ensure that all waste generated by and during its use is properly separated into the categories of trash, recyclable materials and compostable materials, and placed in the appropriate containers for disposition by USER.
7. USER agrees to be responsible for all damages to the facility, grounds, parking areas and equipment, caused by the USER or its participants or invitees. USER agrees to make no temporary or permanent modifications to the PROPERTY without prior notification to and written approval of the OWNER. On each day of its use, USER agrees to return the PROPERTY in the same or better condition that it was in prior to its use, including entrance and exit. Décor, signs and/or banners will be allowed on the two bulletin boards in the Community Hall and not on the walls and doors.
8. USER acknowledges that serving and use of alcoholic beverages is not allowed within the Community Hall or on the Village's property. Smoking is not allowable in the Hall. Do you want to add something about loud music?
9. USER agrees that it will not assign any of its rights under this Agreement, and that any such assignment may, at the sole option of the OWNER, void this Agreement.
10. USER agrees to hold harmless, indemnify and defend OWNER (including OWNER's agents, employees, and representatives) from any and all liability for injury or damage, including, but not limited to, bodily injury, personal injury, emotional injury, or property damage, which may result for any person using the above described PROPERTY, its entrance and exit, and surroundings areas, for USER's purposes, regardless of whether such injury or damage results from the negligence of the OWNER (including OWNER's agents, employees, and representatives) or otherwise.
11. USER agrees to have in place, if required by the OWNER, during its use of the PROPERTY comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of New York, covering the use under this Agreement, with combined single limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Failure to provide such insurance will void this Agreement. USER shall name OWNER, including OWNER's officers, agents, employees, and representatives, as Additionally Insured for the purposes and use of this Agreement, and shall provide a Certificate of Insurance prior to the use of stated above, as well as proof of renewal continued applicability, as reasonably requested by OWNER. USER agrees that said insurance will be primary coverage and will contain no terms allowing the rights of the insured to be subrogated to the rights of any injured or damaged person or entity, insofar as said person or entity may have claims against the OWNER.

Removed 12.

13. OWNER retains the right to enter the PROPERTY at any time during USER's use, without prior notice, to make necessary repairs or to take other reasonably actions as landlord.
14. This Agreement may be cancelled by either party upon prior written to the other party, delivered or mailed to the addresses above, of two (2) calendar days.
15. The views and opinions of USER do not necessarily reflect the policy and position of the OWNER, Village of Lansing