

**FIFTH AMENDMENT TO
MUNICIPAL COOPERATION AGREEMENT**

This sets forth the Fifth Amendment, effective as of October 29, 2013, to the Municipal Cooperation Agreement of the St. Lawrence-Lewis Counties School District Employees Medical Plan Fund among the Fund's Participants. All capitalized terms used herein but not defined herein shall have the meanings given to them in the Municipal Cooperation Agreement.

1. **Purpose of Amendment.** The undersigned Participants wish to accommodate the withdrawal of a Plan C school district, based on the plan year of that plan design.

2. **Amendment.** *Section Q. is hereby of the Municipal Cooperation Agreement is hereby amended, reading as follows:*

Q.1. Withdrawal from the Plan shall be effective only once annually on the last day of the Plan year, be that June 30th for school districts enrolled in a non HDHP Plan or December 31st for school districts enrolled in an HDHP Plan.

Q.2. Notice of Withdrawal must be given in writing to the Chairman of the Board of Directors and the Chief Fiscal Officer 120 days prior to the last day of the Plan year or a district can be given approval within the 120 day requirement provided there is a 2/3rds majority of the other participants. Such Notice, once given, shall be irrevocable, and the Participant's withdrawal shall become effective automatically and without further action on the withdrawal date unless the withdrawing Participant and a 2/3rds majority of the other Participants consent in writing to cancellation of the withdrawal. Failure to give timely Notice of Withdrawal in accordance with the first sentence of this paragraph 2 shall automatically extend a Participant's membership and obligations under the Agreement for another Plan Fiscal Year.

3. **Continuing Effect.** Except to the extent expressly amended hereby, the terms and conditions of the Municipal Cooperation Agreement shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. **Authorized Signatory.** Each person signing this Amendment on behalf of a Participant warrants that he/she is authorized to sign it and to bind that party by his/her signature in accordance with Section Q of the Municipal Cooperation Agreement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment with full force and effect as of the day and year first written above.

[Signatures on Following Page]

Brasher Falls Central School District

By: _____
President Board of Education

Canton Central School District

By: _____
President Board of Education

Clifton-Fine Central School District

By: _____
President Board of Education

Colton-Pierrepont Central School District

By: _____
President Board of Education

Edwards Knox Central School District

By: _____
President Board of Education

Gouverneur Central School District

By: _____
President Board of Education

Hammond Central School District

By: _____
President Board of Education

Harrisville Central School District

By: _____
President Board of Education

Hermon-Dekalb Central School District

By: _____
President Board of Education

Heuvelton Central School District

By: _____
President Board of Education

Lisbon Central School District

By: _____
President Board of Education

Massena Central School District

By: _____
President Board of Education

Madrid-Waddington Central School District

By: _____
President Board of Education

Morristown Central School District

By: _____
President Board of Education

Norwood-Norfolk Central School District

By: _____
President Board of Education

Ogdensburg City School District

By: _____
President Board of Education

Parishville-Hopkinton Central School District

By: _____
President Board of Education

Potsdam Central School District

By: _____
President Board of Education

St. Lawrence-Lewis Counties BOCES

By: _____
President Board of Education