

**AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
October 11, 2023**

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

**MAYOR BUTLER
COMMISSIONER SEBER
COMMISSIONER SGAMBATI
COMMISSIONER HOSLEY**

4. ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON September 13, 2023

MOVED BY:

SECONDED BY:

AYES:

NAYS:

5. ACCEPTANCE OF THE MINUTES OF THE SPECIAL MEETING ON September 26, 2023

MOVED BY:

SECONDED BY:

AYES:

NAYS:

6. COMMISSIONER REPORTS:

**MAYOR'S REPORT & CORRESPONDENCE
COMMISSIONER SEBER
COMMISSIONER SGAMBATI
COMMISSIONER HOSLEY**

**CHIEF RABBITT
MFD CHIEF DUNN
SUPERVISOR RICHARDSON**

7. Public Comment:

8. RESOLUTIONS:

RESOLUTION 94-2023 USI Broker of Record Agreement

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 95-2023 Retirement

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 96-2023 Part-time Code Enforcement Officer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 97-2023 Resignation

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 98-2023 Mileage – Animal Control Officer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 99-2023 Part-time Clerk

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 100-2023 Part-Time Cleaner

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 101-2023 Budget Amendment

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 102-2023 Payroll and Vouchers

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

9. NEW BUSINESS:

10. OLD BUSINESS:

11. CLOSE MEETING: Time _____

Moved by: _____

Seconded by: _____

Roll Call AYES _____

NAYS: _____

12. EXECUTIVE SESSION: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

13. ADJOURNMENT: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

**City of Mechanicville
Treasurer's Report for the Month of September 2023**

	Balance 9/1/2023	Receipts	Disbursements	Balance 9/30/2023
General Fund:				
Checking	2,727,273.07	182,268.66	872,375.67	2,037,166.06
Petty Cash	400.00	0.00	0.00	400.00
Total General Fund	<u>2,727,673.07</u>	<u>182,268.66</u>	<u>872,375.67</u>	<u>2,037,566.06</u>
City Clerk Account	<u>0.00</u>	<u>2,754.00</u>	<u>2,754.00</u>	<u>0.00</u>
Payroll	<u>-571.70</u>	<u>187,731.21</u>	<u>189,975.99</u>	<u>-2,816.48</u>
Capital Fund	<u>391,105.73</u>	<u>0.00</u>	<u>25,608.89</u>	<u>365,496.84</u>
Escrow Account	<u>11,873.43</u>	<u>31.72</u>	<u>0.00</u>	<u>11,905.15</u>
Central Ave Drainage Project	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Community Development				
Home Grant Program	55,946.25	0.00	0.00	55,946.25
USDA Revolving Loan Funds	79,660.46	500.00	0.00	80,160.46
Total Community Development	<u>135,606.71</u>	<u>500.00</u>	<u>0.00</u>	<u>136,106.71</u>
Total Cash	<u>3,272,552.10</u>	<u>373,285.59</u>	<u>1,090,714.55</u>	<u>2,555,123.14</u>

**City of Mechanicville
Treasurer's Report for the Month of September 2023**

09/01/2023

	<u>General Fund</u>	<u>City Clerk</u>	<u>Payroll</u>	<u>Capital Fund</u>	<u>Escrow Account</u>	<u>Central Ave Drain</u>	<u>2015 Home Grant</u>	<u>USDA</u>
Checking	2,727,273.07	0.00	-571.70	391,105.73	11,873.43	0.00	55,946.25	79,660.46
Petty Cash	400.00							
Total	<u>2,727,673.07</u>	<u>0.00</u>	<u>-571.70</u>	<u>391,105.73</u>	<u>11,873.43</u>	<u>0.00</u>	<u>55,946.25</u>	<u>79,660.46</u>
Add Cash Receipts:								
Taxes, Penalties & Interest								
School Taxes & Penalties	3,827.54							
Water & Sewer Revenues	79,061.00							
Sales Tax	69,076.48							
State Aid and Grants								
Interest								
Transfers			187,731.21		31.72			
Capital Projects								
BAN/Bond Proceeds								
Other	30,293.64	2,754.00						
Total Cash Receipts	<u>182,258.66</u>	<u>2,754.00</u>	<u>187,731.21</u>	<u>0.00</u>	<u>31.72</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>
Less Cash Disbursements:								
Payrolls	187,722.20		189,975.99					
Checks	494,643.47	2,754.00		25,608.89				
Debt Service Payments	190,000.00							
Transfers								
Total Cash Disbursements	<u>872,365.67</u>	<u>2,754.00</u>	<u>189,975.99</u>	<u>25,608.89</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Book Balance 9/30/23	2,037,566.06	0.00	-2,816.48	365,496.84	11,905.15	0.00	55,946.25	80,160.46
Less: Deposits in Transit	50.00	57.00						
Add: O/S Checks	236,482.70	2,754.00	9,053.39	25,608.89				
Bank Balance 9/30/23	<u>2,273,998.76</u>	<u>2,697.00</u>	<u>6,236.91</u>	<u>391,105.73</u>	<u>11,905.15</u>	<u>0.00</u>	<u>55,946.25</u>	<u>80,160.46</u>

Mechanicville Fire Department

36 North Main Street
Mechanicville, New York 12118
Tel: (518) 664-6121 Fax: (518) 664-6123

**Chief
Matthew Dunn**

**Deputy Chief
Alexander Dunn**

**Assistant Chief
Nickolas Dunn**

September 2023 Chief's Report

INCIDENT TYPE	# INCIDENTS
Incident Type	
111 - Building fire	2
200 - Overpressure rupture, explosion, overheat other	1
311 - Medical assist, assist EMS crew	50
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
412 - Gas leak (natural gas or LPG)	3
424 - Carbon monoxide incident	1
442 - Overheated motor	1
444 - Power line down	2
500 - Service Call, other	2
571 - Cover assignment, standby, move up	1
651 - Smoke scare, odor of smoke	1
743 - Smoke detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	4

RESOLUTION NO.: 94-2023

WHEREAS USI INSURANCE SERVICES LLC (USI) HAS SERVED AS THE CITY'S Broker of Record for the City's health insurance needs for over the past 10 years; and

WHEREAS IT IS THE DESIRE OF THE CITY COUNCIL TO RETAIN USI to continue to act as the City's Broker of Record for the next (3) three years;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to execute the attached contract retaining USI's services for the (3) three year period beginning October 1, 2023 until September 30, 2026. The fee for their services are paid for by the insurance companies.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

October 11, 2023



CLIENT SERVICE AGREEMENT

Introduction

This Client Service Agreement ("Agreement") is made and entered into on October 1, 2023 ("Effective Date") by and between USI Insurance Services LLC ("USI") and City of Mechanicville ("Client") through September 30, 2026.

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein and; WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE AND OTHER BENEFITS

This Agreement is entered into with respect to the lines of insurance coverage and other mutually agreed-upon programs for which Client agrees to retain USI as its Broker of Record.

2. SERVICES

USI agrees to provide to Client the services outlined in Exhibit A.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

The services to be provided by USI are provided for the exclusive benefit of Client. The services, recommendations, proposals, and information provided by USI are not to be distributed to, used by, or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/product in effect prior to the Effective Date, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/product. USI will neither assume nor accept liability for any deficiencies, errors, or oversights inherent in such policy/product until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

3. COMPENSATION

USI will be compensated for the services outlined in the Agreement through the payment of commissions received from insurance companies. The commission is usually a percentage of the premium you pay for your insurance policy, and it is paid by the insurance company directly to USI. At your request, we will provide you with detailed statements regarding our compensation on your account and the way the compensation is calculated.



Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. Generally, USI will annually receive from the various insurers with which it places employee benefits related risks less than 1% of its total annual premium placements as contingent compensation.

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI's compensation, as appropriate.

4. BUSINESS ASSOCIATE AGREEMENT

USI has been retained by the Client's group health plan ("Covered Entity") to perform certain services on behalf of the Covered Entity in its capacity as a consultant with respect to activities of the Covered Entity as a "group health plan" as defined in 45 C.F.R. § 160.103. In connection with the provision of such services by USI, USI will use and disclose certain Protected Health Information (as defined below) concerning the Covered Entity and its activities.

USI and the Covered Entity desire to enter into a business associate agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009. In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USI and the Covered Entity agree as follows:

4.1. BUSINESS ASSOCIATE DEFINITIONS

- 4.1.1 "Agreement" shall mean this document, including all properly executed amendments.
- 4.1.2 "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 4.1.3 "Electronic Health Record" shall have the same meaning as the term "electronic protected health information" in § 13400(5) of the American Recovery and Reinvestment Act of 2009.
- 4.1.4 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.



- 4.1.5 "Electronic Transaction Rule" shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.
- 4.1.6 "Individual" shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).
- 4.1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- 4.1.8 "Protected Health Information" shall mean any information, including genetic information, that:
(i) relates to the past, present, or future physical or mental health or condition of an Individual;
(ii) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- 4.1.9 "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 4.1.10 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom authority has been delegated.
- 4.1.11 "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- 4.1.12 "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 4.1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.
- 4.1.14 "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 4.2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION**
- 4.2.1 Permitted Uses and Disclosures. USI hereby agrees that it shall be prohibited from using or disclosing Protected Health Information for any purpose other than as expressly permitted or required by this Agreement.
- 4.2.1(a) Functions and Activities on Covered Entity's Behalf. Except as otherwise set forth in this Agreement, the parties hereby agree that USI shall be permitted to use and/or disclose Protected Health Information of the Covered Entity only for the purpose of conducting the transactions contemplated under this Agreement and only for purposes within the scope of USI's representation of the Covered Entity.



4.2.1(b) Business Operations. USI is permitted to use and/or disclose Protected Health Information, if necessary, for the proper management and administration of USI's representation of the Covered Entity, or to carry out any legal responsibilities of USI provided that, with respect to any disclosure of Protected Health Information, either:

4.2.1(b)(1) the disclosure is Required by Law; or

4.2.1(b)(2) USI obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will be held in confidence and used or further disclosed only for the purposes for which USI disclosed the Protected Health Information to the person or as Required by Law; (ii) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (iii) the person immediately notifies USI of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

4.2.1(c) Data Aggregation Services. USI is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

4.2.1(d) Minimum Necessary. USI will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that USI will not be obligated to comply with this minimum-necessary limitation if neither USI nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. USI and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and HHS guidance.

4.2.2 Information Safeguards.

4.2.2(a) Privacy of Covered Entity's Protected Health Information. USI will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

4.2.2(b) Security of Covered Entity's Electronic Protected Health Information. USI will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of



Electronic Protected Health Information that USI creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.

- 4.2.3 Subcontractors and Agents. USI will require any of its subcontractors and agents to which USI is permitted by this Agreement, or in writing by Covered Entity, to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide satisfactory assurances through a written agreement that meets the applicable requirements of 45 C.F.R. § 164.504(e) that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to USI under this Agreement.
- 4.2.4 Prohibition on Sale of Records. USI shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or USI obtains from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, except as otherwise allowed under the HITECH Act.
- 4.2.5 Penalties for Noncompliance. USI acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.
- 4.3. **COMPLIANCE WITH ELECTRONIC TRANSACTION RULE**
- If USI conducts, in whole or part, electronic Transactions on behalf of Covered Entity for which HHS has established standards, USI will comply and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transaction Rule. USI shall also comply with the National Provider Identifier requirements, if and to the extent applicable.
- 4.4. **INDIVIDUAL RIGHTS**
- 4.4.1 Access. USI will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in USI's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524. If the Protected Health Information is held in an Electronic Health Record, then the Individual shall have a right to obtain from USI a copy of such information in an electronic format. USI shall provide such a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.
- 4.4.2 Amendment. USI will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health



Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

4.4.3 Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

4.4.3(a) Disclosures Subject to Accounting. USI will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that USI makes to Covered Entity or to a third party.

4.4.3(b) Disclosures Not Subject to Accounting. USI will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

4.4.3(c) Disclosure Information. With respect to any disclosure by USI of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, USI will record the following Disclosure Information as applicable to the type of accountable disclosure made:

4.4.3(c)(1) Disclosure Information Generally. Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that USI must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which USI made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

4.4.3(c)(2) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Covered Entity's Protected Health Information that USI makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that USI must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

4.4.3(d) Availability of Disclosure Information. USI will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). USI will make the Disclosure Information available to Covered Entity within 60 calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. With respect to disclosures related to an Electronic Health Record, USI shall



provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

4.4.4 Restriction Agreements and Confidential Communications. USI will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a) or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies USI in writing of the restriction or confidential communication obligations that USI must follow. Covered Entity will promptly notify USI in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct USI whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. USI will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

4.5. BREACHES

4.5.1 Privacy or Security Breach. USI will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. USI will treat the Breach as being discovered in accordance with 45 CFR §164.410. USI will make the report to the Covered Entity not more than 15 calendar days after USI learns of such non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, USI may delay notifying Covered Entity for the applicable time period. USI's report will at least:

4.5.1(a) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

4.5.1(b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

4.5.1(c) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

4.5.1(d) Identify what corrective or investigational action USI took or will take to prevent further non-permitted uses or disclosures to mitigate harmful effects and to protect against any further Breaches;



- 4.5.1(e) Identify what steps the Individuals who were subject to a Breach should take to protect themselves;
- 4.5.1(f) Provide such other information, including a written report, as Covered Entity may reasonably request.
- 4.5.2 Security Incidents. USI will report to Covered Entity any attempted or successful (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (ii) interference with Business Associate's system operations in Business Associate's information systems, of which USI becomes aware. USI will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in Section 4.5.1.
- 4.6. **BUSINESS ASSOCIATE AGREEMENT TERM AND TERMINATION**
 - 4.6.1 Term. Notwithstanding Section 5.1, this section shall be effective on the Effective Date and shall terminate when all Protected Health Information provided by Covered Entity to USI, or created or received by USI on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
 - 4.6.2 Right to Terminate for Cause. Covered Entity may terminate this Agreement if it determines, in its sole discretion, that USI has breached any provision of this section, and upon written notice to USI of the Breach, USI fails to cure the Breach within 60 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.
 - 4.6.3 Return or Destruction of Covered Entity's Protected Health Information. Upon termination of this Agreement for any reason, USI, with respect to Protected Health Information received from the Covered Entity, or created, maintained, or received by USI on behalf of Covered Entity, shall:
 - 4.6.3.1. retain only that Protected Health Information which is necessary for USI to continue its proper management and administration or to carry out its legal responsibilities;
 - 4.6.3.2. return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that USI still maintains in any form;
 - 4.6.3.3. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this section, for as long as USI retains the Protected Health Information;



4.6.3.4. not use or disclose the Protected Health Information retained by USI other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 4.2.1(b) which applied prior to termination; and

4.6.3.5. return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by USI when it is no longer needed by USI for its proper management and administration or to carry out its legal responsibilities.

Upon Covered Entity's direction, USI will transmit the Protected Health Information to another business associate of the Covered Entity at termination and/or could add terms regarding USI's obligations to obtain or ensure the destruction of Protected Health Information created, received, or maintained by subcontractors.

4.6.4. Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, USI agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure so as to be consistent with the intent of this Agreement.

4.7. GENERAL PROVISIONS

4.7.1. Access to Books and Records. USI hereby agrees to make its internal practices, books, and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by USI on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.

4.7.2. Mitigation Procedures. USI agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by, USI on behalf of the Covered Entity, in a manner contrary to this Agreement or the Privacy Rule.

4.7.3. Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects USI or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on USI or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with section 5.2 below. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing. USI shall be entitled to receive the fair market value of services rendered hereunder prior to the date of termination.



5.2. Termination. Either party shall have the right to terminate this Agreement upon 60 days' prior written notice to the other.

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in Exhibit A above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services may include, but are not limited to:

- Human resources advisory services
- Claims and eligibility audits
- Actuarial services
- Employee communications beyond what described in Exhibit A
- Interactive online client services
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Retirement benefits

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. NO FIDUCIARY STATUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

10. DATA SECURITY

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

11. DATA PRIVACY



In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on Client's behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact Client and Client's employees, Client's plan, our contemplated engagement, and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for Client and Client's employees. Client further represents that USI's use of this information to perform services for Client and Client's employees does not and will not violate any privacy notice or other policy issued by Client or any benefit program Client maintains, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this Agreement.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Notwithstanding the foregoing, any Billing and Collection Agreement (see Exhibit B) to which USI and Client are parties, together with any amendment thereto or replacement thereof, shall remain in effect and shall not be superseded.

13. FORCE MAJURE

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server.

14. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement. USI does not guarantee the solvency of any insurer with which it places Client's risks.

15. VALUE ADDED SERVICES



To the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

16. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of written permission received from the Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.

The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the Receiving Party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving



Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

17. INTELLECTUAL PROPERTY

USI and Client shall each retain individual ownership of all materials, ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs that each provides to this consulting effort (the "Existing Materials"). All Existing Materials shall be subject to the terms and conditions of the confidentiality provisions contained herein. Any and all ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs (the "Work Product") conceived or developed between USI and Client hereunder, to the extent that such Work Product is distinct from the individually-owned Existing Materials, shall become the sole and exclusive property of Client. Client agrees to hereby grant USI an unlimited non-exclusive license to use the Work Product, which license shall include use among USI's affiliates.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of New York, without regard to its conflict of laws principles.

19. NOTICES

Any notices required to be given under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, or by confirmed facsimile, to the following addresses which may be changed, from time to time, by written notice as provided herein, setting forth the new address.

Client: 36 North Main Street Mechanicville, NY 12118

USI: 855 Route 146, Suite 235, Clifton Park, NY 12065

OTHER GENERAL LEGAL PROVISIONS

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.



The parties agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

IN WITNESS WHEREOF, the Client and USI have executed this agreement as of the date(s) first written below.

USI Insurance Services LLC

City of Mechanicville

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



EXHIBIT A SERVICES

Section 1.0 Analytical Services:

1.1 Design of health care plans, cost-containment and other plan design recommendations

- | | | |
|-------|---|----------|
| 1.1.1 | Review benefit designs and compare to Client's strategic objectives. Recommend modifications where appropriate. | Annually |
| 1.1.2 | Evaluate the impact of plan modifications on employees and the potential savings to Client. | Annually |
| 1.1.3 | Evaluate alternate carriers and product offerings. | Annually |
| 1.1.4 | Provide benefit benchmarking, as appropriate. | Annually |

1.2 Preparation of bid specifications (RFP) (as needed)

- | | | |
|-------|---|----------|
| 1.2.1 | Consult with Client to establish objectives for market review and identify potential carriers or vendors. | Annually |
| 1.2.2 | Assemble benefit, rate and claim data for inclusion in RFP. | Annually |
| 1.2.3 | Deliver RFP to selected vendors and provide any requested additional information. | Annually |

1.3 Analysis of proposals and presentation of findings

- | | | |
|-------|--|----------|
| 1.3.1 | Compare costs, funding, benefits, contracts, negotiated provider discounts, employee network disruption issues, financial strength and anticipated service level for each carrier or vendor, as appropriate. | Annually |
| 1.3.2 | Present USI's recommended carriers or vendors. Recommendation supported by detailed analysis. | Annually |
| 1.3.3 | Organize finalist meetings with Client, if appropriate. | Annually |

1.4 Renewal analysis and negotiation

- | | | |
|-------|--|----------|
| 1.4.1 | Evaluate carrier underwriting practices. | Annually |
|-------|--|----------|



- 1.4.2 Negotiate with carriers based on internal underwriting analysis and market trends. Annually

1.5 Reporting/Service Meetings

- 1.5.1 Claims and utilization reporting or summary if available through carrier based on carrier requirements.
- 1.5.2 Review of annual accounting (as appropriate). Annually
- 1.5.3 Benefit Resource Center Reports Quarterly

Section 2.0 Account Management Services:

2.1 Contract Review

- 2.1.1 Perform contract and Benefit Booklet review for each brokered plan Annually

2.2 Employee Meetings

- 2.2.1 Employee meetings and/or benefit fairs Annually
- 2.2.2 Benefit fairs may be selected in lieu of employee meetings Annually

2.3 Employer/Employee Communications

- 2.3.1 Consolidated Benefit Summary Annually
- 2.3.2 USI Insider and Health & Wellness articles Monthly
- 2.3.3 Service Calendar Annually
- 2.3.4 Technical Bulletins As appropriate

2.4 Tax Reporting

- 2.4.1 Provide signature ready 5500 filings, along with other plan compliance materials as required by the Employee Benefits Security Administration. Not applicable for municipal groups. Annually

RESOLUTION NO.: 95-2023

WHEREAS EMILIA FOARD WAS HIRED AS DEPUTY COMMISSIONER OF ACCOUNTS on January 1, 1998; and

WHEREAS EMILIA FOARD HAS SERVED THE CITY WITH distinction for the past 26 years; and

WHEREAS EMILIA FOARD HAS INFORMED THE CITY of her intention to retire from her position of Deputy Commissioner of Accounts effective December 31, 2023;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANCVILLE CITY COUNCIL accepts the retirement of Emilia Foard from the position of Deputy Commissioner of Accounts and thanks her for her dedication, work ethic and commitment to the City.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

October 11, 2023

September 22, 2023


Dear Members of the City Council:

After much thought and consideration, I have determined that I will be retiring from my full time employment with the City of Mechanicville as of Sunday, 12/31/23. Please consider this letter to be notice of my intent to do so.

My tenure working here at the City, as Deputy Commissioner of Accounts, over the past 26 years, has been rewarding in many ways. It has afforded me the opportunity to learn and grow with the ever changing dynamics of City government. I will miss the challenges, and more so the people that I have come to know during my time here, especially the residents of the City that I have served every day.

Now, I feel is the time in my life that I want to spend more time with my family and loved ones. I wish you all the best.

Sincerely,

A handwritten signature in cursive script that reads "Emilia Foard". The signature is written in black ink and is positioned above the printed name.

Emilia Foard

RESOLUTION NO: 96-2023

WHEREAS AT THE SEPTEMBER 13, 2023 CITY COUNCIL MEETING the Mechanicville City Council approved the addition of a Part-time Code Enforcement Officer; and

WHEREAS GARY FLYNN POSSESSES ALL OF THE QUALIFICATIONS AND CERTIFICATIONS required to perform the duties of a Code Enforcement Officer;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to appoint Gary Flynn to the position of Part-Time Code Enforcement Officer at a rate of \$25.00 per hour not to exceed 29 hours per week with no benefits.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

October 11, 2023

RESOLUTION NO: 97-2023

WHEREAS, Andrew Hollenbeck submitted a letter of resignation to the Commissioner of Public Safety; and

WHEREAS, Andrew Hollenbeck's resignation will take place on October 13, 2023; and

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Mechanicville accepts the resignation of Andrew Hollenbeck.

Introduced by: _____

Seconded by: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Hosley _____

Commissioner Sgambati _____

October 11, 2023

RESOLUTION NO: 98-2023

WHEREAS Lynn Meager is the part time Animal Control Officer for the City of Mechanicville.

WHEREAS Lynn uses her personal vehicle to perform the duties for the City of Mechanicville.

NOW THEREFORE BE IT RESOLVED THAT the City Council authorizes Lynn Meager to be reimbursed for mileage at the Federal reimbursement rate for mileage. This resolution takes effect immediately.

Introduced by: _____

Seconded by: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Hosley _____

Commissioner Sgambati _____

October 11, 2023

RESOLUTION NO: 99-2023

WHEREAS there is need for one part-time Clerk for the Senior Center for the continuity of the work performed; and

WHEREAS the position needs to be filled immediately.

WHEREAS Eileen Day has all the qualifications needed to fill this position.

WHEREAS Patricia Brown and Ethel Baisley will remain as substitutes clerks to fill in for the clerks at Senior Center and Public Safety.

NOW THEREFORE BE IT RESOLVED THAT Eileen Day is hereby appointed to the position of part time Clerk at an hourly rate of 16.00 per hour. Not to exceed more than 29 hours a week. The appointment would be effective immediately.

Introduced by: _____

Seconded by: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Hosley _____

Commissioner Sgambati _____

October 11, 2023

RESOLUTION NO: 100-2023

WHEREAS there is vacancy for part-time cleaner at the Senior Center; and

WHEREAS the position needs to be filled immediately.

WHEREAS Kevin Rose has all the qualifications needed to fill this position.

NOW THEREFORE BE IT RESOLVED THAT Kevin Rose is hereby appointed to the position of part-time cleaner at an hourly rate of 15.00 per hour. Not to exceed more than 29 hours a week. The appointment would be effective immediately.

Introduced by: _____

Seconded by: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Hosley _____

Commissioner Sgambati _____

October 11, 2023

RESOLUTION NO.: 101-2023

WHEREAS, the Mechanicville City Council adopted their 2023 Annual Budget on December 07, 2022; and

WHEREAS, the City of Mechanicville has received new sources of revenue since that time which are identified below; and

WHEREAS, the City Council now wishes to amend said Budget with the following amendments;

THEREFORE BE IT RESOLVED, that for the 2023 Budget we wish to approve the following amendments:

To add new or increase the revenue categories for the following sources of previously budgeted and non-budgeted revenue:

<u>Account No.</u>	<u>Source</u>	<u>Amount</u>
A0-2655-000	SALES - OTHER	\$ 1,255

To add new or increase the expenditure categories listed below which are supported by the adjusted revenue items listed above:

<u>Account No.</u>	<u>Source</u>	<u>Amount</u>
A0-8510-410	COMM. BEAUTIFICATION - CONTRACTED	\$ 1,255 Banners

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Butler _____
Comm. Seber _____
Comm. Sgambati _____
Comm. Hosley _____

Dated: _____ October 11, 2023

RESOLUTION NO. 102-2023

Whereas: Payroll, General, Water, Sewer and Capital Project Fund Vouchers Contained Within

PAYROLL	09/14/2023	\$ 87,991.87
PAYROLL	09/28/2023	\$ 99,730.33
		<u>\$ 187,722.20</u>

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$ 309,750.73
WATER FX FUND	\$ 61,720.76
SEWER G0 FUND	\$ 2,204.79
CAPITAL PROJECTS H0 FUND	\$ 25,608.89
PAYROLL TA FUND	\$ 187,722.20
TOTAL	<u>\$ 587,007.37</u>

Now, therefore be it resolved that said payroll and vouchers are hereby allowed in order to be paid.

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Butler _____
Comm. Seber _____
Comm. Sgambati _____
Comm. Hosley _____

Dated: _____ October 11, 2023