



SAULSBURY HILL FINANCIAL
MUNICIPAL COMMERCIAL FEDERAL



A quote...

To: VILLAGE OF ENDICOTT, (NY), via Air Temp & Bill Phillips

Pages: 2

From: Mr. David J. Clamage

Date: 18 September, 2023, V3

Re: Finance Quote

Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:** Many thanks for the opportunity to quote your new project per the High Performance Facility Solution - Proposal 17360A project at the VILLAGE OF ENDICOTT, (NY). As you know, we are a leader in municipal financing and we promise to provide you with the very best in structuring and financing. Please don't hesitate to call us if any special configurations might be of benefit to you and your project, i.e., delayed or variable payments; skip payments; or, other variations that suit your needs. We very much look forward to working with you!

Let me summarize this quote and the assumptions I've made to issue it:

Assumptions:

<u>Lessee:</u>	VILLAGE OF ENDICOTT, (NY)
<u>Equipment:</u>	High Performance Facility Solution - Proposal 17360A
<u>Vendor:</u>	AIR TEMP HEATING & AIR CONDITIONING
<u>Project Cost:</u>	\$198,757
<u>Form:</u>	Tax Exempt Financing Agreement; New York Form; Pre-Payable at Any Time; Cancelable for Non-Appropriation; and, \$1 End of Term Purchase Option.
<u>Funding:</u>	The following proposed terms are available to be modified as best suits the Village:
	Closing: 10/31/2023
	Down Payment: \$30,000 Payable to Air Temp Heating & Air Conditioning, Inc.

September 27, 2023

Term: 36 Months
First Regular Payment: 1 June, 2024 followed by 35 regular monthly payments
Payment: \$5,396.57 Payable to Saulsbury Hill Financial or its assigns

All our municipal financings have the following features:

- No voter requirement according to New York Law
- The financing may be prepaid at any time
- Local incentives and rebates are for the exclusive use of VILLAGE OF ENDICOTT, (NY)
- Your end of term purchase option is \$1

Note: All quotes and rates are subject to change with prevailing market conditions and are contingent upon the credit approval of the Lessee. This quote does not constitute an approval of any transaction. Only the down payment is due at signing and will be payable to Air Temp.

I hope this information is useful for you and to that end, we are always at your disposal for any "fine tuning" that will help the VILLAGE OF ENDICOTT, (NY) in obtaining the best possible financing. We will look forward to hearing from you very soon.

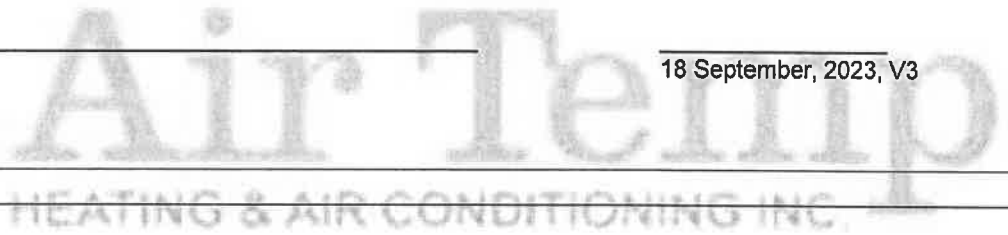
We hope you find these terms acceptable for this exciting project and if you will, please indicate your acceptance with your signature below, we will proceed with your quotation and keep you informed every step of the way.

Thank you!

VILLAGE OF ENDICOTT, (NY)

By:
Title:

18 September, 2023, V3



- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Lessee will result in a documentation fee being assessed to the Lessee.
- This transaction must be credit approved, all documents properly executed and returned to Saulsbury Hill Financial, LLC and the transaction funded on or before 18 October, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Saulsbury Hill Financial, LLC or its assignees, then Saulsbury Hill Financial, LLC or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- LESSEE'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.
- The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC or MSRB.
- In its capacity as leasing arranger, Saulsbury Hill Financial, LLC ("SHF") is acting on an arm's-length basis and for its own interest. SHF is not serving as a municipal or financial advisor to you or any other party involved in the proposed transaction, and has no fiduciary duty to you or any other party. SHF is not recommending that you take an action with respect to any information contained in this document.



Quote

Essential Constructs

26 River Street, Binghamton, NY 13901
C:607.760.2350
rob@essentialconstructs.com

QUOTE# 1099
DATE: 09.27.2023

EXPIRATION DATE: 30 Days

TO Anthony Bates, Village Manager
"Fire Department Boiler Project"
Village of Endicott
1009 East Main Street
Endicott, NY 13760

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	<u>Scope of Work:</u> 1. Provide mechanical services to removal and install a new boiler at the fire department.	\$198,757.00	\$198,757.00
1	<u>Village Payments:</u> 1. Essential Constructs - \$29,814.00 2. Air Temp - \$30,000.00 3. Saalsbury Hill Financial or its assigns - \$5,396.57, First Regular Payment: 1 June, 2024 followed by 35 regular monthly payments		
1	<u>Note:</u> 1. Refer to the contractor's full scope of work below attached.		
1	<u>Exclusions:</u> 1. Please refer to the contractor's information below attached.		
SUBTOTAL			\$198,757.00
GENERAL CONDITIONS			\$29,814.00
TOTAL			\$228,571.00

If you have any question about this Quote, please contact: Robert Warholic,
C:607.760.2350 E: rob@essentialconstructs.com

Thank you for your business!



MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), entered into on October 1, 2023 (the "Effective Date"), is by and between **Alera Group, Inc.**, a Delaware corporation with a principal place of business at Three Parkway North, Ste. 500, Deerfield, IL 60015, and certain of its subsidiaries (collectively, the "Company"), and Village of Endicott, a Municipality with a principal place of business at 1009 E. Main Street, Endicott, NY 13760. ("Client").

1. Services and Statements of Work. The Company shall provide Client with the services more fully described in signed Statements of Work (each, a "SOW") Exhibit A in this Agreement (such services, the "Services"). A SOW shall only be valid if agreed upon and signed by both parties to this Agreement. In the event of a conflict in terms between this Agreement and any SOW, the terms of the MSA shall control. Client shall provide Company with all necessary cooperation in the performance of the Services, and provide all access, materials and equipment necessary for Company to perform the Services. Company may use subcontractors to perform the Services and may freely delegate its responsibilities under this Agreement, provided, that Company shall remain responsible for the performance of the Services and its obligations under this Agreement.

2. Service Fees; Payment Terms. As consideration for the performance of the Services, Client shall pay Company the compensation described in the SOW for the applicable Services. Client shall additionally reimburse Company for reasonable costs and expenses incurred in performing the Services. Client shall be responsible for all taxes imposed on any amounts payable to Company except for taxes imposed upon Company's income. Except as otherwise provided in a SOW, all invoices are due and payable by Client within thirty (30) days of receipt. Company may charge interest in all amounts past due at the lower of 1.5% or the maximum rate permitted under applicable law. Client agrees to pay all costs of collection, including, but not limited to, any collection agency or reasonable attorneys' fees, incurred by the Company in connection with collecting any monies that are not timely paid. Without limiting or waiving any of its other rights under this Agreement, Company may suspend performance for Services in its discretion, without any liability to Client, for any amounts that are not paid when due.

3. Term and Termination. Either party may terminate this Agreement and all SOW's hereunder the following circumstances: (i) if the other party breaches a material term of this Agreement or a SOW, and such breach has not been cured within thirty (30) days after receipt of written notice of the breach from the non-breaching party; (ii) the other party files for bankruptcy, is declared insolvent or becomes the subject of proceedings relating to its liquidation, insolvency or appointment of a receiver; or (iii) there is no SOW then in effect. Without limiting any of its other rights under this Agreement, Company may terminate this Agreement where Client fails to pay all amounts when due two or more times in any twelve (12) month period. Either party may terminate any SOW in accordance with the terms and conditions of the applicable SOW. Upon termination of this Agreement for any reason, Client shall pay Company all amounts owed under this Agreement through the date of termination plus all expenses incurred by Company in performing or preparing to perform the Services, within thirty (30) days of the effective date of termination.

4. Nature of Engagement. During the term of this Agreement, the Company's status will be that of

an independent contractor of the Client. The method of performing the services under any SOW shall be under the sole control of the Company, with Client only being able to direct the results of such services. Nothing in this Agreement shall be construed as creating any agency, partnership joint venture or other form of joint enterprise, employment or similar relationship between the parties, and neither party shall have the authority to bind the other party in any manner.

5. Performance and Scope of Engagement.

(a) Company Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that: (i) the Company's services under this Agreement are not intended in any way to impose on the Company or any of its affiliates a fiduciary status under ERISA; and (ii) this Agreement does not provide the Company, and the Client will not cause or permit the Company to assume, without prior written consent of the Company, any: (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan; and (iii) Client shall notify the Company as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect the Company in the performance of its obligations under this Agreement; and (iv) the Company shall not be responsible for the consequences of any action taken or omitted by the Client, or the plan sponsor or plan administrator in connection with the administration of any ERISA Plan. Client understands that the Company is not giving Client any legal, tax or financial advice concerning any of the matters relating to this Agreement, including but not limited to applicable wage and hour laws. In addition to the foregoing, it is the sole responsibility of the Client to obtain any legal, tax or financial advice, review or opinions as may be necessary.

(b) Reliance: Support and Data. Client is responsible for providing accurate and complete information and instructions to Company. In the performance of its duties, the Company may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any instructions or information provided to the Company by the Client or its designated representatives and reasonably believed by the Company to be genuine and authorized by the Client. Client agrees that it will provide the Company with notice of any errors in any information provided to the Company as promptly as practicable after discovering any such errors, and the Company agrees that it will promptly remedy any such errors, provided, however, that Client agrees that the Company shall have no liability to Client or any other party for its reliance on inaccurate or incomplete information, and Client shall indemnify Company against any third-party claims per Section 10b-c. Client acknowledges and understands that in order for the Company to timely perform the services contemplated herein, Client shall use reasonable best efforts to cooperate with the Company to: (i) make available Client personnel as appropriate; and (ii) timely provide documents and information necessary for the Company to provide services hereunder; and (iii) and respond to requests for confirmation or approval of any directions or instructions, as reasonably requested by the Company from time to time. Client shall notify Company of any proposed amendments to the plan's legal documents, for example, the summary plan or wrap document.

(c) Acknowledgements. In connection with the Company's services under this Agreement, Client agrees that: (i) any compensation of the types described herein and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest; the final decision to choose any insurance company has been made by the Client in its sole and absolute discretion, (ii) the Client understands and agrees that the Company does not take risk, and that the Company does not guarantee the financial solvency or security of any insurance company; and (iii) the Client is responsible for timely payment of premiums for all insurance placed by the Company on Client's behalf.

If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow the Company to terminate this Agreement, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Company in the course of performing the services under any SOW, including any items identified as such in the applicable SOW (collectively, the "Deliverables") except for any Confidential Information of Client or client materials, shall be owned by Company. Company hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, and royalty-free basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the services for internal uses only, provided that Client has fully compensated the Company for the Deliverables.

7. Confidentiality.

(a) Confidential Information. The parties recognize that certain non-public, confidential or proprietary information may be furnished by one party to the other in connection with its services pursuant to Agreement ("Confidential Information"). The recipient agrees that it will disclose Confidential Information only to those parties who, in the recipient's reasonable determination, have a need to know such information, including insurance companies and intermediaries. The recipient may only use the Confidential Information for the purpose for which it was disclosed or in furtherance of the performance of the Services provided under any SOW hereunder. The recipient shall safeguard the confidential information with at least the same level of care it would protect its own confidential information. Confidential Information will not include information that (i) is in the possession of the recipient prior to its receipt of such information from the disclosing party, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by the recipient, (iii) comes into the possession of the recipient by a third party not under a duty of confidentiality to the disclosing party, or (iv) is or can be independently acquired or developed by the recipient without violating any of its obligations under this Agreement. However, disclosure by the recipient of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee (collectively, a "Compelled Disclosure") will not constitute a violation of this Agreement; provided, however, that the recipient provides reasonable notice to the disclosing party and shall assist the disclosing party in seeking a protective order at the disclosing party's sole expense. In the event that a Compelled Disclosure must occur, then the recipient shall only release as much Confidential Information as is necessary to be in compliance. Notwithstanding the foregoing, the Company shall own any non-identifying, aggregated and statistical data that might be derived from the Client's Confidential Information, and may provide a license or other rights to third parties for the purpose of providing benchmarking or similar services.

(b) Use of Names; Public Announcements. Except as otherwise provided in Section 6 above, no party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent.

(c) Business Associate Agreement. The Company and Client each acknowledges that certain information, reports and data generated under this Agreement are subject to applicable laws and regulations pertaining to the confidentiality of medical records, and the parties agree to comply in all respects with such laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Services provided under this Agreement are subject to the Business Associate Agreement, including any amendments thereto, and this Agreement does not modify, supersede, or otherwise affect any provision of the Business Associate Agreement except as expressly provided herein.

8. Insurance. During the Term, Company will maintain, at its own expense, errors and omissions and commercial and general liability insurance reasonably necessary to provide the Services hereunder.

9. Warranties.

(a) Company Warranties. Company warrants as follows: (i) it shall perform the Services provided under any SOW in accordance with the parameters as set forth in this Agreement and any applicable SOW; (ii) Company employees performing such services shall have commercially reasonable skill, experience and qualifications to perform such services; and (iii) it shall perform such services in a timely, workman like and professional manner in accordance with generally recognized industry standards for similar services.

(b) Exclusive Remedies; Disclaimer. As Client’s sole and exclusive remedy and Company’s only obligation for the warranties set forth in Section 9(a), and notwithstanding any other provision otherwise suggesting additional or cumulative remedies, Company shall use commercially reasonable efforts to promptly cure any such breach of warranty at its own cost; provided, that if Company cannot cure such breach within thirty (30) days of notification of such breach, then Client may, at its option, terminate this Agreement by providing notice to Company. Client must inform Company of any breach of the foregoing warranties within thirty (30) days after delivery of the applicable non-conforming services. **THE WARRANTIES EXPLICITLY STATED IN THIS AGREEMENT ARE THE ONLY WARRANTIES COMPANY MAKES TO CLIENT. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT.**

10. Indemnification; Limitation of Liability.

(a) By Company. Company shall indemnify, defend, and hold harmless Client and its directors, officers, employees, affiliates and agents (collectively, “Client Indemnitees,”) against all third party claims, liabilities, causes of action, demands, suits, settlements, damages, reasonable costs (including, without limitation, attorneys fees), and all other losses (collectively, “Losses”) arising out of or relating to (i) Company’s breach of this Agreement; or (ii) Company’s negligent or more culpable acts or omissions.

(b) By Client. Client shall indemnify, defend, and hold harmless Company and its directors, officers, employees, affiliates and agents (collectively, “Company Indemnitees,”) against all third party claims, liabilities, causes of action, demands, suits, settlements, damages, reasonable costs (including, without limitation, reasonable attorney fees), and all other losses (collectively, “Losses”) arising out of or relating to (i) Client’s breach of this Agreement; (ii) Company’s use of information or data provided exclusively by Client; or (iii) Client’s negligent or more culpable acts or omissions.

(c) Indemnification Procedures. The indemnified party shall notify the indemnifying party of any Loss in a reasonably prompt manner, however failure or delay in doing so shall only relieve the indemnifying party’s obligation to the extent it was materially prejudiced by such failure or delay. The indemnifying party shall have the sole right to control the defense and settlement of any claim, provided that the indemnifying party may not enter into any settlement requiring a financial obligation or admission

of wrongdoing or liability by the indemnified party without the indemnified party's prior consent, which may not be unreasonably withheld. The indemnified party shall provide the indemnifying party with necessary cooperation in the defense of the claim, at indemnifying party's expense. The indemnified party may choose to participate in the defense of any claim, at its own expense. In the event the indemnifying party fails to tender a defense of any claim, the indemnified party may assume control over the defense and settle any claims in its absolute discretion, any costs incurred in the assumption of the defense shall be fully reimbursed by the indemnifying party. The indemnifying party's indemnification obligation for any Loss shall be reduced to the extent of the indemnified party's (1) own negligence or more culpable acts or omissions; or (2) failure to mitigate its Losses.

(d) **Exclusions of Damages.** EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, COMPANY SHALL NOT BE LIABLE TO CLIENT PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NO MATTER HOW CAUSED, AND EVEN IF COMPANY WAS AWARE OF ANY FACTS OR CIRCUMSTANCES OF THE NON-BREACHING PARTY MAKING SUCH DAMAGES MORE LIKELY TO OCCUR.

(e) **Liability Cap.** IN NO CASE, AND UNDER NO CIRCUMSTANCES, SHALL COMPANY'S LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY RECEIVED BY COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM.

(f) **Limitations on Rebating.** Client understands that Company operates in a heavily regulated industry. Company shall not provide any payments to Client that are prohibited or restricted under applicable law, including, but not limited to, providing Client with a rebate. Company's counsel shall have sole and exclusive authority to determine whether a payment or other action by Company would be a violation of applicable rebating laws.

11. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid), or by e-mail. Except as otherwise provided in this Agreement, a Notice is effective only on receipt by the receiving party.

Notice to CLIENT:

Village of Endicott
Attention: Anthony Bates
1009 E. Main Street
Endicott, NY 13760

Notice to COMPANY:

HAYLOR, FREYER & COON, INC., AN ALERA
GROUP COMPANY
Attention: James Freyer
300 South State Street, Suite 1000
Syracuse, NY 13202

12. Miscellaneous.

(a) Severability. The various provisions and sub-provisions of this Agreement are severable and if any provision or sub-provision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or parts thereof in this Agreement; further, the court shall modify this Agreement to effect as closely as possible the intent of the parties, unless such intent is incompatible with applicable law.

(b) Entire Agreement; Amendment; Waiver; Assignment; Ambiguities. The Agreement and all exhibits and SOWs attached hereto, constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, representations and warranties, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. Any waiver of any obligation or liability shall only be effective if in writing and shall not constitute a future waiver by the waiving party. No failure or delay in a party exercising its rights under this Agreement shall be construed as a waiver of that right. Neither party may assign this Agreement without the prior written consent of the other party, provided that Company may assign this Agreement to any successor in interest, including by merger, stock or sale of substantially all of its assets. Any purported assignment in violation of this Agreement shall be void and of no effect. The Agreement, and all exhibits attached hereto, shall be binding upon and shall inure to the benefit of all permitted assigns, transferees and successors in the interest of the parties. Both parties participated in the review, negotiation, and drafting of this Agreement, and any rule directing that an ambiguity be interpreted against the drafting party shall not apply in the interpretation or enforcement of this Agreement, or in any dispute arising out of or relating to this Agreement.

(c) No Third-Party Beneficiaries. Except as otherwise provided for in this section, this Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The parties hereby designate the indemnities as specified under sections 5 and 10 as third-party beneficiaries of sections 5 and 10, having the right to enforce sections 5-10.

(d) Governing Law and Venue; Jury Trial Waiver. The Agreement, and all SOWs attached hereto, and the resulting engagement between the Company and Client, will be construed, interpreted and enforced in accordance with the laws of the State of Illinois, without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter. The parties hereby consent to the jurisdiction of the federal and state courts located in Cook County, Illinois as the exclusive forum and venue for any disputes between the parties. **The parties hereby waive all rights to a trial by jury for any dispute arising out of or relating to this Agreement. This provision shall apply to the fullest extent permitted by applicable law.**

(e) Force Majeure. Neither the Company nor Client will be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement to the extent that such delay or failure is caused by or results from events beyond the reasonable control of the affected party, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, pandemic, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, theft, acts in compliance with any law or government regulation or any other events beyond the reasonable control of the affected party (a "Force Majeure Event"). For the purposes of clarity, the affected party's obligations shall be suspended and not excused.

The affected party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The affected party shall resume the performance of its obligations as soon as reasonably practicable. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 12(e), the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

(f) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 11, a signed copy of this Agreement delivered by facsimile or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(g) Survival of Provisions. The obligations and rights contained in sections 6, 7, 9, 10 and 12 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Agreement has been executed on behalf of each party as of the Effective Date.

Haylor, Freyer & Coon, Inc. an ALERA GROUP, INC.

By (Signature): _____

Name: James Freyer

Title: Managing Partner, Haylor, Freyer & Coon, Inc. Inc., an Alera Group Company

Address: 300 South State Street, Suite 1000, Syracuse, NY 13202

Village of Endicott

By (Signature): _____

Name: Anthony Bates

Title: Village Manager

Address: 1009 E. Main Street, Endicott, NY 13760

Exhibit A
SERVICES

Schedule	Service	Effective	Ends
A-1	Village of Endicott Scope and Terms of Work	10/01/2023	09/30/2024
B-1	Village of Endicott Fee Schedule	10/01/2023	09/30/2024

SCHEDULE A-1
SCOPE AND TERMS OF WORK
Effective as of October 1, 2023
Ends on September 30, 2024

- Analyze, Market and Negotiate for the Village's Stop Loss

Scope and Terms of Work as set forth above acknowledged and agreed to:

Haylor, Freyer & Coon, Inc., an Alera Group Co.

Client: Village of Endicott

Signed: _____

Signed: _____

Date: _____

Date: _____

Name (Print): James Freyer

Name (Print): Anthony Bates

Title: Managing Partner

Title: Village Manager

**SCHEDULE B-1
FEE SCHEDULE**

The below Schedule of Fees is consistent with the Scope and Terms of Work set forth on Schedule A-1 herein and is subject to change if the project specifications as defined in the Scope and Terms of Work are changed in any way.

Description	Fee
Consulting Fee	\$12,000.00 Annually

PAYMENT SCHEDULE

\$12,000.00 payment: Invoiced upon receipt of signed agreement and due
by midnight November 30, 2023

Fee and Payment Schedule as set forth above acknowledged and agreed to:

Haylor, Freyer & Coon, Inc., an Alera Group Co.

Client: Village of Endicott

Signed: _____

Signed: _____

Date: _____

Date: _____

Name (Print): James Freyer

Name (Print): Anthony Bates

Title: Managing Partner

Title: Village Manager

13c



BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the "*Agreement*"), is entered into as of the 1st day of February 2022 (the "*Effective Date*") by and between Village of Endicott whose Principal place of business is 1009 E. Main Street, Endicott, NY 13760 (the "*Company*"), on behalf of the **Village of Endicott GROUP HEALTH PLAN** (the "*Plan*"), and Alera Group Inc. & Subsidiaries whose principal place of business is Deerfield, IL ("*Business Associate*," and with Company, each a "*Party*" and together the "*Parties*"). This Agreement supersedes and replaces any prior Business Associate Agreements and related amendments thereto between the Parties.

RECITALS

WHEREAS, Company maintains the Plan that provides certain health plan benefits to certain of Company's employees, former employees and their eligible dependents, if any;

WHEREAS, Business Associate performs or will perform certain services for the Plan;

WHEREAS, in the course of performing services for the Plan, Business Associate will have access to create, maintain, and/or otherwise use and/or disclose Protected Health Information (as defined below); and

WHEREAS, the Parties desire to set forth their respective obligations with respect to Protected Health Information (as defined below) pursuant to the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, and the regulations promulgated at 45 C.F.R. Parts 160-164 (collectively, "HIPAA");

NOW THEREFORE, Company and Business Associate agree as follows:

1. Definitions

The following terms have the following meaning when used in this Agreement:

- a. **Breach** means that term as defined in 45 C.F.R. § 164.402.
- b. **Designated Record Set** means that term as defined in 45 C.F.R. § 164.501.
- c. **Electronic Protected Health Information** means Protected Health Information that is transmitted or maintained in electronic media, including, but not limited to, hard drives, disks, on the internet, or on an intranet.
- d. **HHS** means the Department of Health and Human Services.
- e. **Individual** means that term as defined in 45 C.F.R. § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- f. **Privacy Rule** means the privacy requirements in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164.
- g. **Protected Health Information** means that term as defined in 45 C.F.R. § 160.103, except limited to the information created, received or maintained by Business Associate from or on behalf of the Plan.
- h. **Required by Law** means that term as defined in 45 C.F.R. § 164.103.
- i. **Secretary** means the Secretary of the Department of Health and Human Services or his/her designee.

- j. **Security Incident** means that term as defined in 45 C.F.R. § 164.304.
- k. **Security Rule** means the security requirements set forth in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164.
- l. **Subcontractor** means that term as defined in 45 C.F.R. § 160.103, except limited to any such person or entity that receives, maintains, creates or transmits Protected Health Information for Business Associate.
- m. **Transaction** means that term as defined in 45 C.F.R. § 160.103.
- n. **Unsecured Protected Health Information** means that term as defined in 45 C.F.R. § 164.402.

Any capitalized term not specifically defined herein will have the same meaning as set forth in 45 C.F.R. Parts 160 and 164, where applicable. The terms "use," "disclose" and "discovery," or derivations thereof, although not capitalized, shall also have the meanings set forth in HIPAA.

2. **Obligations and Activities of Business Associate**

Business Associate will:

- a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Document and use appropriate administrative, technical and physical 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 Protected Health Information other than as provided for by this Agreement or in a services agreement entered into between the Parties.
- c. With respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this Agreement, the Plan hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a breach, Business Associate will notify Company in writing within five (5) business days of becoming aware of: (i) any use or disclosure of Protected Health Information by Business Associate or any Subcontractor that is contrary to this Agreement including, without limitation, any Breach of Unsecured Protected Health Information; or (ii) any Security Incident. If there is a Breach of Unsecured Protected Health Information, Business Associate will:
 - i. Notify Company in writing of the Breach without unreasonable delay, and in no event more than five (5) business days after discovery of the Breach, and provide (i) a list of all Individuals affected by the Breach, and (ii) any other available information that the Plan is required to include in notifications to such Individuals pursuant to 45 C.F.R. § 164.404(c). In the event any such information is not available when Company is notified of the Breach, Business Associate will provide such information to Company as soon as it becomes available; and
 - ii. Cooperate with Company to notify: (i) Individuals whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed; (ii) the media, as required by 45 C.F.R. § 164.406; and (iii) the Secretary as required by 45 C.F.R. § 164.408(b) if the legal requirements for media or HHS notification are triggered by the circumstances of such Breach, provided that Business Associate will not initiate any such notifications without Company's express written approval.
- d. Establish procedures for mitigating, and follow those procedures and so mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or by any Subcontractor that is contrary to this Agreement.

- e. Ensure that any Subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate enters into a written agreement whereby the Subcontractor agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2).
- f. Provide, in the manner reasonably requested by the Plan and within ten (10) calendar days of receiving a request from the Plan or an Individual, access to Protected Health Information in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual, in order for the Plan to fulfill its obligations under 45 C.F.R. § 164.524 to provide access and copies of Protected Health Information to an Individual.
- g. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed by the Plan pursuant to 45 C.F.R. § 164.526, within fifteen (15) calendar days of receiving a request from the Plan or an Individual or take other measures to satisfy the Plan's obligations pursuant to 45 C.F.R. § 164.526.
- h. Maintain and make available to the Plan or, as directed by the Plan, to an Individual, within fifteen (15) calendar days of the Plan's request, the information required for the Plan to satisfy their obligations pursuant to 45 C.F.R. § 164.528 to respond to a request for an accounting of disclosures of Protected Health Information.
- i. Notify the Plan within five (5) business days of receiving, directly from an Individual, a request for (i) access to Protected Health Information pursuant to 45 C.F.R. § 164.524; (ii) amendment to Protected Health Information pursuant to 45 C.F.R. § 164.526; or (iii) an accounting of disclosures of Protected Health Information pursuant to 45 C.F.R. § 164.528.
- j. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that are applicable to the Plan, if Business Associate is to carry out one or more of the Plan's obligations under Subpart E.
- k. In the event Business Associate transmits or receives a Transaction on behalf of the Plan, Business Associate will comply with all applicable provisions of the HIPAA standards for electronic transactions and code sets (the "*EDI Standards*"). Business Associate will also ensure that any Subcontractor that transmits or receives a Transaction on its behalf does so in accordance with the EDI Standards.
- l. Make its internal practices, books, and records available to the Secretary or the Plan for purposes of a review and assessment of Business Associate's or the Plan's compliance with HIPAA; and notify Company within five (5) business days of receiving a request for any such materials directly from HHS.
- m. Not engage in the Sale of Protected Health Information or otherwise receive direct or indirect remuneration in exchange for the Protected Health Information of an Individual, unless Business Associate or the Plan has obtained a valid authorization from the Individual, consistent with the requirements under 45 C.F.R. § 164.508.

3. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan, or as otherwise expressly provided in this Section 3.
- b. Business Associate may use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. § 164.514(a) – (c); provided, however, that Business Associate may use the de-identified information only if and to the extent expressly permitted in this Section 3.
- c. Business Associate may use or disclose Protected Health Information as Required by Law.

- d. Any use or disclosure of Protected Health Information by Business Associate will be in compliance with the minimum necessary policies and procedures of the Plan, and with the minimum necessary requirements of HIPAA.
- e. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Plan, except that Business Associate may do the following:
 - i. Use Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.
 - ii. Disclose Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable written assurances from the person or entity receiving the information (each a "Recipient") that the information will remain confidential, and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the Recipient; and the Recipient notifies the Business Associate of any instances of which the Recipient is aware in which the confidentiality of the information has been breached.
 - iii. Use Protected Health Information to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) that relate to the Health Care Operations of the Plan.
- f. Business Associate may use Protected Health Information to report violations of law to the appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of the Plan

The Plan will:

- a. Notify Business Associate of any limitations in the Plan's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent any such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Notify Business Associate of any restriction on the use or disclosure of Protected Health Information that the Plan has agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. In the event that the Plan takes action as described in Section 4(a), Section 4(b), or this Section 4(c), Business Associate will decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing services under a services agreement entered into between the Parties, including this Agreement, the Plan will reimburse Business Associate for such increase in cost.
- d. Not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Plan, except for uses and disclosures of Protected Health Information by Business Associate in accordance with Section 3(e) above.

5. Term and Termination

- a. The term of this Agreement begins on the Effective Date and ends on the date that any services agreement between the parties terminates, or if earlier, the date that Company terminates this Agreement for cause pursuant to Section 5(b) below.

- b. Company may terminate this Agreement for cause effective as of any date designated by the Company in a notice to Business Associate upon a determination by Company that Business Associate has breached a material term of this Agreement. Company may, in its discretion, allow Business Associate a specified period of time to cure the breach, and upon a cure satisfactory to Company, elect not to terminate the Agreement on account of the breach.
- c. Upon termination of this Agreement for any reason, Business Associate will (and will ensure that its Subcontractors that have had access to Protected Health Information will):
 - i. Retain only the Protected Health Information that is necessary for Business Associate or a Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to the Plan or to the Plan's designee, or upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) any remaining Protected Health Information that Business Associate or any of its Subcontractors maintain in any form;
 - iii. Continue to use appropriate administrative, technical and physical safeguards, and to comply with Subpart C of 45 C.F.R. Part 164, with respect to any Electronic Protected Health Information so as to prevent use or disclosure of the Electronic Protected Health Information other than as specified in this Section 5(c) for as long as Business Associate or any Subcontractor retains the Electronic Protected Health Information;
 - iv. Not use or disclose the Protected Health Information retained by Business Associate or by any Subcontractor other than for the purposes for which such Protected Health Information was retained, and subject to all the conditions and limitations set forth in Sections 2 and 3 above that applied prior to termination of the Agreement;
 - v. Return to the Plan or, upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) the Protected Health Information retained by Business Associate or by any Subcontractor as of the date such Protected Health Information is not needed by Business Associate or the Subcontractor for its proper management and administration or to carry out its legal responsibilities.

6. Miscellaneous

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to any other regulation promulgated under HIPAA means the section as in effect or as amended.
- b. **Survival.** Sections 2, 3, 5(c) and 6 of this Agreement shall survive the termination of this Agreement.
- c. **Interpretation.** Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule, Security Rule and other provisions of HIPAA.
- d. **Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, Company, the Plan and Business Associate, and their respective successors, assigns, administrators and other legal representatives.
- e. **No Third-Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Company, the Plan and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- f. **Independent Contractors.** Nothing contained herein shall be deemed or construed by the Parties or by any third party to create a relationship of employer and employee, principal and agent, or joint

venture of the Parties, it being understood and agreed that Business Associate provides services to Company and the Plan hereunder as an independent contractor; Business Associate retains full and complete control over its performance under this Agreement; and Company and the Plan have no authority to direct or control Business Associate's conduct or activities in connection with this Agreement.

- g. **Governing Law.** The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws of the State of N, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in a federal or state court of competent jurisdiction located in Onondaga County, New York and in no other court or venue.
- h. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect if they reasonably can be given effect.
- i. **Notices.** All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given five (5) business days after being sent by certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by reputable overnight mail delivery to the other Party, at the address set forth below or at such other address as a Party may designate from time to time.

If to the Company, notice shall be sent to:

**Village of Endicott
1009 E. Main Street
Endicott, NY 13760
Attention: Antony Bates**

If to the Business Associate, notice shall be sent to:
**Haylor, Freyer & Coon, Inc., an Alera Group Company
300 South State Street, Suite 1000
Syracuse, NY 13202
Attention: James Freyer**

- j. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA.
- k. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date below.

Village of Endicott

By (Signature): _____

Name: Anthony Bates

Title: Village Manager

Date: _____

Haylor, Freyer & Coon, Inc., AN ALERA GROUP COMPANY

By (Signature): _____

Name: James Freyer

Title: Managing Partner

Date: _____

Village of Endicott
Wastewater Treatment Department
1009 E. Main Street
Endicott, New York 13760

September 28, 2023

RE: Wastewater Treatment Plant Mechanic – Grade 4 Plant Pay Rate Modification

Dear Mayor and Board of Trustees,

I requested and the Board approved on September 14, 2023 that the vacant position of Wastewater Treatment Plant Mechanic – Grade 4 Plant (Mechanic) go to Ryan Youngs. However, I incorrectly stated his new rate should be \$28.86 per hour, that rate was his past title's pay rate.

I am requesting that Mr. Youngs be paid the current negotiated mechanic's pay rate of \$29.86 per hour effective September 18, 2023. I apologize for the mistake. This will not affect our Department budget as this position is budgeted for.

If you have any questions regarding this decision or would like additional information, please let me know.

Sincerely,
Philip Grayson
Chief Operator, Wastewater