

VILLAGE OF PORT DICKINSON
Village Board Meeting Agenda
April 14, 2015
6:00 pm
Port Dickinson Village Hall

PUBLIC HEARING: Proposed 2015-2016 Budget

APPROVAL OF MINUTES: March 10, 2015

PUBLIC PARTICIPATION:

TREASURER'S REPORT:

AUDIT & PAYMENT OF CLAIMS: Abstract #11 (2014-2015)

1. No. 1-23, 34, 36-38 as listed on the Abstract of Unaudited vouchers for the General Fund for \$10,825.12
2. No. 24-28, 35 as listed on the Abstract of Unaudited vouchers for the Water Fund for \$3,113.64
3. No. 4, 9, 29-34 as listed on the Abstract of Unaudited vouchers for the Sewer Fund for \$53,585.17

COMMUNICATIONS:

1. Certificate of Workers Compensation Insurance from Fred A Cook Jr
2. Certificate of Workers Compensation Insurance from Johnsons Pools & Spas
3. Cancellation of Workers Comp Insurance from Peranich & Shelp
4. Certificate of Workers Comp Insurance for Peranich & Shelp

COMMITTEE REPORTS:

Administration/Code Enforcement/Community Association – James DeGennaro, Trustee
Planning Board –

Parks/Public Works – Robert Aagre, Trustee

Public Safety – Michael Cashman, Trustee

Resolution appointing Charles Harder as Part-time Police Officer effective 4/14/15 at \$15/hr

Resolution appointing Brian Faughnan as Temporary Sgt for a term to expire 10/19/15.

Water/Sewer – Charles Harding, Trustee

Zoning Board of Appeals

OLD BUSINESS:

RESOLUTIONS FOR APPROVAL:

1. This Board having, on the 14th day of April, 2015 commencing at 6:00 o'clock P.M., duly held a public hearing on the tentative budget approved by this Board and filed with the Village Clerk for the fiscal year commencing June 1, 2015 and having heard all persons desiring to be heard in the matter and the matter of the budget for this Village for such fiscal year having been fully discussed and considered, it is RESOLVED, that the said tentative budget approved and filed as aforesaid is approved and established as the budget for the Village for the fiscal year beginning June 1, 2015 and that such budget as so adopted be included in detail in the minutes of the proceedings of this Board of Trustees.
2. Resolution authorizing the Mayor to sign the following agreement with UHS for EAP Services.

NEW BUSINESS/DISCUSSION:

1. Code violation at 685 Chenango St, Jerry Duvinsky & Gina Giglio

ADJOURNMENT

UHS BUSINESS DIRECT AGREEMENT BETWEEN

UHS Entity, Inc.
and
Village of Port Dickinson

This agreement ("**Agreement**") made **3/10/15** (the "**Effective Date**") between UHS Entity, INC., d.b.a. UHS Occupational Medicine, a tax exempt, not for profit New York corporation located at 33 Mitchell Avenue, Suite 204, Binghamton, NY 13903 ("**UHSE**") and **Village of Port Dickinson** ("Employer") with offices at 786 Chenango Street, Binghamton, NY 13901 concerns those Employee Assistance Program (EAP) services that UHSE's EAP staff will furnish Employer as described herein.

WHEREAS, Employer requires access to EAP services to help employees deal with any personal, family, or job related concerns that could interfere with performance or conduct at work.

WHEREAS, Employer desires to contract with UHSE for UHSE' EAP staff to provide counseling and other services for its Employees and family members; and

WHEREAS, UHSE employs certain mastered prepared, licensed counselors to provide EAP Services to enterprises like Employer; and

WHEREAS, UHSE is willing to provide those EAP Services delineated in **Attachment A**, attached hereto and a part hereof, at those sites described herein to Employees pursuant to this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto agree as follows:

1. **Providing Services.** UHS EAP staff will provide Services to Employees at Eckelberger Tower, 156 Corliss Avenue, Suite 108, Johnson City, NY 13790 or at another agreed upon designated location.
2. **Space, Equipment and Supplies.** UHSE shall furnish all necessary materials and supplies that are necessary to promote/provide EAP Services for the Employees and family members or any Services hereunder.
3. **Consideration.** In consideration for the Services provided hereunder, Employer shall pay UHS EAP at the agreed upon rate. UHS EAP will provide Employer monthly invoices evidencing Services provided in the prior month and Employer shall pay all such invoices within fifteen (15) days of the invoice's date.
4. **Term and Termination.** This Agreement shall commence on the Effective Date and expire on **03/10/19** . Either party hereto may terminate this Agreement with or without cause at

any time upon providing the other party sixty (60) days prior written notice thereof. Employer shall pay UHSE for all Services rendered hereunder through the date of this Agreement's termination.

5. Insurance. UHSE , at its own cost and expense, minimally shall maintain those liability insurance coverages legally required covering all acts and omissions of its agents, servants, employees, directors and/or trustees in connection with this Agreement either under the auspices of appropriately funded self-insurance or of a policy purchased from a New York licensed insurance company. If UHSE elects to obtain insurance coverage by purchase of a policy from a New York licensed insurance company it shall provide the Employer with a copy of a binder confirming purchase of such policy. If UHSE elects to fund this provision through self-insurance Employer , during normal business hours, may inspect documents related to the UHSE aforesaid insurance coverage. Termination, expiration, suspension, cancellation, relinquishment, revocation, non-renewal, modification or loss of either party's insurance for any reason shall result in this Agreement's immediate termination. This Section shall survive this Agreement's termination or expiration for any reason.

6. Release of Employee Medical Information. Confidentiality in the EAP will be maintained (excluding Federal drug and alcohol testing) within the rules established Federal and State laws and Professional Ethical standards as outlined by "The Statement of Understanding," **Attachment B**, which each EAP client must read and sign before accessing services. All EAP contact will otherwise remain confidential unless the employee gives written consent by signing an "Authorization to Release Information" form, **Attachment C**.

6. Indemnification. UHSE shall indemnify and hold Employer its officers agents, and employees, harmless from and against any liabilities, claims, lawsuits, demands, losses, damages, costs and expenses, including attorneys' fees , that the Employer may incur because of any claim, demand, suit or other legal action against, or legal process involving, it because of UHSE or its agents', employees', directors', officers' and/or trustees' actions or failure to act, whether negligent or intentional, direct or indirect, for any reason, at any time , in connection with, related to or arising from this Agreement. The Employer seeking indemnification hereunder promptly shall notify UHSE in writing upon first learning of any action's commencement with respect to which a claim for indemnification against the Employer may be made hereunder. Upon assuming the defense of any such action and notifying the Employer thereof, UHSE shall not be liable to the Employer for any legal or other expenses that the Employer subsequently incurs in connection with the defense of any such matter. This Section shall survive this Agreement's termination or expiration for any reason whatsoever.

7. Responsibility. Employer assumes professional and administrative responsibility for all Services rendered hereunder. Notwithstanding any other provision herein, Employer remains responsible for ensuring that any Service provided hereunder complies with all pertinent federal, state and local statutes and regulations and applicable administrative and judicial decisions (collectively "**Laws**").

8. Discrimination. Laws prohibit discrimination in any form on the basis of race, color, creed, national origin, sex, sponsor, or material status.

9. Maintenance of Records. Client records are retained for six (6) years after the employee or

family member has ceased contact with the EAP or until any litigation is resolved. Files are maintained in a secured area and destroyed after six years or longer if litigation is involved.

10. Entire Agreement. This is the entire Agreement between the parties hereto involving the subject matter herein. This Agreement supersedes all other agreements, arrangements and understandings between the parties. There are no restrictions, promises, representations, warranties, covenants or undertakings between the parties hereto concerning or involving the subject matter herein other than those expressly set forth or referred to herein.

11. Amendment. There shall be no verbal modification of this Agreement and any modifications or amendments hereto shall not be binding unless executed in writing by each party hereto.

12. Independent Contractors. The parties hereto are independent contractors. This Agreement neither creates, shall create, is intended to create and/or shall be deemed or construed to create any relationship between the parties hereto other than that of independent parties contracting with each other hereunder solely to effectuate this Agreement. The parties neither are, nor shall be considered nor construed to be, joint venturers, principals/agents, partners or employer/employees nor shall either party be allowed to exercise control or direction over the manner or method by which the other party performs its obligations hereunder, provided always that each party hereto shall act in a manner consistent with reasonably discharging its obligations and with this Agreement. UHSE and Employer shall maintain independence and separate identity and exclusively control their own management, employees, staff, policies and assets. Neither party assumes any liabilities for any of the other party's actions.

13. Severability. All provisions herein are severable and the invalidity or unenforceability of any one shall not affect the validity and enforceability of any other provisions herein.

14. Governing Law. This Agreement shall be governed by New York laws, regulations and judicial and agency decisions (collectively "**Laws**"). Any suits, actions, proceedings and/or any judgment entered by any court with respect to this Agreement shall be brought/entered in New York state courts at law or in equity in Broome County, New York ("**New York Courts**") and each party hereto accepts the exclusive personal jurisdiction of the New York Courts. Either party shall be entitled, if it so elects, to institute and to prosecute proceedings in any New York Courts, either at law or in equity, to obtain damages for any breach of this Agreement, enforce the specific performance thereof and/or enjoin the other party from activities that violate it. All such proceedings may be pursued and such remedies sought and obtained concurrently or consecutively. Each party knowingly, intentionally and irrevocably waives, to the fullest extent permitted by Laws, trial by jury and/or any objection that it now or later may have to the venue in New York Courts of any suit, action or proceeding arising out of or relating to this Agreement or of any judgment entered by any court, except in no way limiting a party's right to appeal such a judgment and, further, knowingly, intentionally and irrevocably waives any claim that any suit, action or proceeding brought in the New York Courts has been brought in an inconvenient forum. Should any Laws, including, without limitation, those applicable to Medicare, Medicaid and/or UHSE's tax exemption, render the performance of any Services hereunder impossible or would violate any such Laws, to the extent reasonably possible and consistent with the intent of the Agreement remaining effective, Services hereunder shall continue to be performed and this Agreement amended as necessary to remain legally compliant. Should UHSE not believe this Agreement's continued viability possible without imperiling its tax exemption or continued Medicare and Medicaid participation, UHSE may terminate this Agreement as promptly as necessary to protect its aforesaid interests.

15. Notice. Notice given hereunder shall be deemed adequate if hand delivered, sent postage prepaid, certified mail return receipt requested and shall be effective on the date that delivery is accepted or refused or by reputable overnight delivery. Any such notice shall be addressed to the respective party at the addresses which follow or to such other address as each party may hereinafter designate in writing:

UHS Entity, INC.

UHS Occupational Medicine

Executive Director
UHS Occupational Medicine
33 Mitchell Avenue, Suite 204
Binghamton, New York 13903

Village of Port Dickinson
Attn Village Clerk
786 Chenango Street
Binghamton, NY 13901

with a copy to:

Office of General Counsel
United Health Services, Inc.
10-42 Mitchell Avenue
Binghamton, New York 13903

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

UHS Occupational Medicine

Village of Port Dickinson

Rebecca Sedor

Name

Name Kevin Burke

Executive Director

Title

Title Mayor

Signature

Signature

Date

Date March 10, 2015

