



Town of Brunswick

Rensselaer County, New York

Regular Town Board Meeting

Agenda

January 8, 2026

www.brunswickny.gov

Elected Officials

Supervisor: Philip H. Herrington

Council Members:

James Sullivan Gordon Christian
Mark Balistreri Mark Cipperly

Town Clerk:

Receiver of Taxes: Jayne Tarbox

Town Justices:

Terrance Buchanan

Gary Gordon

Call to Order *Hon. Philip H. Herrington Presiding*

Salute to the Flag

Business Meeting

Minutes of previous meetings

Regular Town Board: December 11, 2025

Year End Meeting: December 30, 2025

Organizational Meeting: January 5, 2026

Reports by Elected Officials and Department Heads:

Town Clerk

Highway Department (*Mike Bayly*)

Water Department (*Bill Bradley*)

Superintendent of Utilities & Inspection (*Kevin Mainello*)

Town Historian (*Tracy Broderick*)

Recycling Coordinator (*Tom Engster*)

Brunswick Community Library (*Sara Hopkins*)

Resolutions 27-28

Correspondence

Old Business

New Business

Warrants

General	\$ 44,893.49
Highway	\$ 22,175.16
Water	\$ 86,790.13
Sewer	\$ 50.00
Special Fire District	\$ 5,135.00
Brunswick Ambulance	\$ 40,852.50
Trust & Agency Fund TA	\$ 460.00
Trust & Agency	<u>\$ 99,169.37</u>
TOTAL	\$299,525.65

Comments from Visitors

(Please proceed to podium and clearly state name and street name.)

Adjournment

**TOWN OF BRUNSWICK
REGULAR TOWN BOARD MEETING
December 11, 2025 7:00 P.M.
TOWN HALL**

Board Members Present: Councilman Christian, Councilman Cipperly, Councilman Balistreri, and Councilman Sullivan.

Also Present: Town Attorney Gruenberg and Deputy Town Clerk DamaPoleto.

Councilman Christian called the meeting to order at 7:00 p.m.

All joined in with the pledge of allegiance.

MINUTES OF THE PREVIOUS MEETING:

Councilman Balistreri made a motion to accept the minutes of the regular Town Board meeting from November 13th, 2025. Councilman Cipperly seconded the motion. It was unanimously approved.

REPORTS:

Deputy Town Clerk: Vinny DamaPoleto

Mr. DamaPoleto gave the report for the month of November. The Clerk's Office processed 411 hunting and fishing licenses for a total of \$3,801, which the Town was able to keep \$191.94. We also processed 30 dog licenses for \$197, 6 EZ Passes for \$150, 10 death certificates and 2 marriage certificates for \$120, 8 community center appointments for \$1,480, and 3 Bingo proceeds for \$63.11. We paid NYS DOH \$45, NYS Ag & Markets \$37, and the NYS DEC \$3,609.06, for a total of \$3,691.06. We gave the Supervisor's Office \$10,864.11.

Motion to accept the report was made by Councilman Balistreri and seconded by Councilman Sullivan. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Highway Superintendent: Michael Bayly

Mr. Bayly gave the report for the month of November. Mr. Bayly reported that five men patched for one day, one man did a recycling pull one day, five men performed shop work for five days, two men picked up bags around town for four days, there were two crews of five men picking up leaves for eight days, a five man crew doing ditch work for two days, three men doing guide rail work for two days, two men did banner repair for two days, two men repaired mail boxes for one day. There were fifteen men doing snow removal for two days and three men spot sanding for two days.

Motion to accept the report was made by Councilman Balistreri and seconded by Councilman Cipperly. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Water Superintendent: Bill Bradley

Mr. Bradley gave the report for the month of November. He reported that the liner for the Vanderheyden Dam lower drain pip has been ordered and it's anticipated the liner will be installed in the next few weeks and the new valve installed after the liner work is completed. The embankment is 99% completed. The remaining items are to install the gangway supports and the gangways, additional fencing and miscellaneous punch list items. He also informed the board that it takes about three months of the reservoir to refill once the gangway is installed.

Mr. Bradley then informed the board that he is continuing to work with QuickChek and Marie's Muse to progress that project forward. The majority of the Sharpe Road stormwater issues have been resolved for the moment. Once they have completed the required road security agreements the developer can apply for building permits again.

The Water Department has started to receive the AFLC leak detection sensors and are installing them. It should only take a few weeks to complete once all the sensors are delivered. The Water Department has also started the second half meter reading for the February billing.

Motion to accept the report was made by Councilman Sullivan and seconded by Councilman Cipperly. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Code Enforcement: Kevin Mainello

Mr. Mainello gave the report for the month of November. He reported that there were 98 building and property inspections, 436 active building permits, 28 permits issued or renewed, 9 meetings, 2 Planning Board meetings, 1 Zoning Board meeting, 1 fire inspection, 1 code call out, 11 Planning Board projects or agendas, 8 Zoning Board projects or agendas, 9 FOIL request searches received. Mr. Mainello also inquired if the Town Board would be open to receiving Planning Board and Zoning Board minutes via email to get them the minutes quicker and to save postage. The present Town Board members were open to that change.

Motion to accept the report was made by Councilman Balistreri and seconded by Councilman Cipperly. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Town Attorney: David Gruenberg

Nothing to report this month.

Town Historian: Tracy Broderick

Town Historian Broderick gave her report for the month of November. She began reviewing the Rensselaerwyck Manor Papers, a collection of land records dating from 1721 to 1896. These records provide significant insight into the early settlement and development of Brunswick.

Among the leases is that of Ludwick Snyder, who held 120 acres of land. The Snyder residence on Flower Road still stands today. Snyder's indenture required him to provide one day of riding with a two-horse sled, fifteen bushels of wheat, one load of wood, and two fat fowls annually to the proprietor of the Manor of Rensselaerwyck. Mr. Snyder also served as a First Lieutenant in the American Revolution.

Another leaseholder was Samuel McChesney who occupied 101 Acres. His terms required the annual delivery of nine bushels of winter wheat, four fat hens, and one day of service with carriage and horses each January 1st.

Town Historian Broderick will continue to research additional Brunswick residents as they appear within the collection. In conjunction with this work, she also began reviewing the extensive roster of men who served in Stephen Schuyler's Regiment during the American Revolution. This comprehensive file, exceeding one thousand pages, details the names and military service of a large number of Rensselaer County men.

Motion to accept the report was made by Councilman Sullivan and seconded by Councilman Cipperly. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Recycling Coordinator: Thomas Engster

Mr. Engster gave the report for November. There were 457 Blue Bags purchased at the center for \$1,371, 1,200 Blue Bags purchased at vendors for \$3,060, 172 Purple Bags purchased at the center for \$344, 3.8 tons of metal and light iron generated \$395.88. There were also 4 large and small appliances, 3 air conditioners, 13 tires, 3 microwaves, 1 dehumidifier, and 1 propane tank, which generated \$214 in miscellaneous funds. The total revenues for the month were \$5,384.88.

Mr. Engster then explained what the center's expenses were. 11.97 tons of refuse at the landfill cost \$2,681.10, and 6.81 tons of SSR recycled cost \$1,431. There were 160 passenger tires, 10 truck tires, 3 small tractor tires, 1 medium tractor tire, 2 large tractor tires, and a 5% fuel charge for \$1,601.25. The total expenses for the month were \$5,713.35.

Motion to accept the report was made by Councilman Sullivan and seconded by Councilman Balistreri. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Community Library: Dr. Yusuf Silk, Trustee

Dr. Silk gave the report for November. The library had 1,753 visitors, 399 reference questions, 172 Wi-Fi users averaging 19 per day, 396 study space users, and 92 visitors helped with tech use and other assistance. There was a total of 2,812 total services rendered. There were also 2,975 physical items checked out, 1,770 on Overdrive, 85 on Hoopla, and 1,163 on NewsBank. The total items checked out across off the services were 5,993. There were 16 different programs held at the library in November, with the snack club having 352 participants. There was a total of 818 participants across all the programs. Dr. Silk then gave a brief overview of the upcoming events at the library. A copy of the written report is on file in the Town Clerk's Office.

Motion to accept the report was made by Councilman Cipperly and seconded by Councilman Balistreri. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

RESOLUTIONS:

RESOLUTION NO. 77 OF 2025

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEXIS+ SUBSCRIPTION AGREEMENT FOR STATE AND LOCAL GOVERNMENT PREVIOUSLY ENTERED INTO BETWEEN LEXISNEXIS, A DIVISION OF RELX INC., AND THE TOWN OF BRUNSWICK, TO PROVIDE LEGAL DATABASE ACCESS TO THE TOWN ATTORNEY'S OFFICE

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Balistreri, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Absent. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 78 OF 2025

RESOLUTION ACCEPTING A PROPOSAL BY MOSTERT, MANZANERO & SCOTT, LLP TO PROVIDE PROFESSIONAL AUDITING SERVICES TO THE TOWN OF BRUNSWICK

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Absent. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 79 OF 2025

RESOLUTION ACCEPTING THE PROPOSAL FOR DEDICATED AMBULANCE SERVICES FROM THE NORTH GREENBUSH AMBULANCE ASSOC., INC.

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Absent. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 80 OF 2025

RESOLUTION DECLARING CERTAIN ITEMS TO BE SURPLUS PROPERTY

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 81 OF 2025

RESOLUTION TO ACCEPT THE WATER AND SEWER MAINTENANCE ROLL AS AMENDED FOR THE PERIOD OF 01/01/2025 THROUGH 6/30/2025 AUGUST BILLING 2025, WATER, SEWER AND SEWER 6 ROLL

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

CORRESPONDENCE:

Mr. DamaPoleto read a thank you card from Christine who runs the 518 Pajama drive, thanking the town for all the help with this year's drive.

OLD BUSINESS:

Councilman Christian asked if there was any old business, but there was none.

NEW BUSINESS:

Councilman Christian asked if there was any new business, but there was none.

WARRANTS:

The warrants were offered by Councilman Sullivan and seconded by Councilman Balistreri, and were duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing warrants were thereupon declared duly adopted.

VISITORS WHO WISHED TO SPEAK:

Dr. Yusuf Silk addressed the Board brought pictures for the Town Board to look at while he complained about damage from snowplows during the last storm.

Dan Razzano was accompanied by two other members of the Brunswick Soccer Club to address the Town Board. They requested assistance financing a lighting system for the soccer fields.

Mary Ellen Adams started by thanking Mr. Gilchrest for the services he provided. Then she requested that lights be added to the sign for the community center on Keyes Lane. Next, she thanked the Town Board for getting the RFP done regarding the new ambulance district. Then she brought up the National Grid project, solar farm project, and the development on Hoosick Road as examples of why she believes the comprehensive plan needs to be updated.

Jim Tkacik expressed his displeasure about the wall that went up on the corner of Mohawk Ave and Hoosick Road. He also expressed his concerns regarding the lights and signs that are proposed for the project at that site. He requested that the Town Board update the comprehensive plan.

Sue Vitolins shared her concerns about the proposed National Grid transfer station.

Louis Hutter complained about the staffing levels in the building department because he could not review a document.

Mary Ellen Adams returned to the podium to share a section of the current comprehensive plan, the community identity section.

Tim Galvin complained about the wall on Hoosick and Mohawk along with the construction there.

ADJOURNMENT:

Councilman Christian then motioned to close the meeting. Councilman Sullivan seconded. Everyone voted "Aye" to close the meeting at 8:01 p.m.

Respectfully submitted,

Vinny DamaPoletto

Deputy Town Clerk

**TOWN OF BRUNSWICK
SPECIAL TOWN BOARD MEETING
December 30th, 2025 6:00 P.M.
TOWN HALL**

Board Members Present: Supervisor Herrington, Councilman Christian, Councilman Cipperly, Councilman Balistreri, and Councilman Sullivan.

Also Present: Town Attorney Gruenberg and Deputy Town Clerk DamaPoleto.

Supervisor Herrington called the meeting to order at 6:08 p.m.

RESOLUTIONS:

Before processing the resolutions, Supervisor Herrington invited Pat Poleto to highlight budget changes. He started by explaining the general fund had increases in buildings for an architect and demolition for a home in Cropseyville that was hit by a truck. Youth programs saved money overall. Environmental Control referred to the dam project on North Lake and came out of the General Fund, but was able to be paid for without taking out loans. Highway Department spent \$38,000 more than expected for road repairs. Special Sewer 6 Fund went up because the pump station behind Wal-Mart broke and we have had to get a portable pump before a permanent pump could be installed. General Water funds went to new meters. Councilman Sullivan asked if the new pump had been installed yet and Mr. Poleto explained that the new pump is in transit and we're holding the check for it until it's delivered and the company knows this. Supervisor Herrington asked about the overtime that the Water Department and Highway Department put in regarding the massive breaks that recently happened. Mr. Poleto explained that some of the workers put in over 50 hours of overtime during that emergency, but it hasn't been settled yet due to software updates and year change. Mr. Poleto and Councilman Christian explained some of the details of what broke with the water main.

RESOLUTION NO. 82 OF 2025

RESOLUTION AMENDING ADOPTED 2025 TOWN BUDGET

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

Before processing Resolution No. 83, Supervisor Herrington asked Councilman Balistreri if he'd like to make a comment about the new ambulance service. Councilman Balistreri said that this was a year and a half in process. Then he thanked everyone involved in making this possible. Councilman Cipperly joined in thanking people and highlighted the wonderful mutual aid work.

RESOLUTION NO. 83 OF 2025

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN AMBULANCE SERVICE
AGREEMENT WITH NORTH GREENBUSH AMBULANCE ASSOCIATION, INC.**

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 84 OF 2025

**RESOLUTION APPOINTING WAYNE CHRISTIANSEN AS A BUILDING DEPARTMENT ASSISTANT IN
THE BUILDING DEPARTMENT**

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

WARRENTS:

The warrants were offered by Councilman Christian and seconded by Councilman Sullivan, and were duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing warrants were thereupon declared duly adopted.

VISITORS WHO WISHED TO SPEAK:

Supervisor Herrington then opened up the hearing for public comments.

No visitors spoke

ADJOURNMENT:

Supervisor Herrington then motioned to close the special meeting. Councilman Balistreri seconded. Everyone voted "Aye" and the special meeting closed at 6:20 p.m.

Respectfully submitted,

Vinny DamaPoleto

Deputy Town Clerk

TOWN OF BRUNSWICK
SPECIAL ORGANIZATIONAL TOWN BOARD MEETING
January 5th, 2026 6:00 P.M.
TOWN HALL

Board Members Present: Supervisor Herrington, Councilman Christian, Councilman Cipperly, Councilman Balistreri, and Councilman Sullivan.

Also Present: Deputy Town Clerk DamaPoleto.

Supervisor Herrington called the meeting to order at 6:06 p.m.

RESOLUTIONS:

RESOLUTION NO. 1 OF 2025

**RESOLUTION APPOINTING AND FIXING 2026 SALARIES OF OFFICERS AND EMPLOYEES OF THE
TOWN OF BRUNSWICK**

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 2 OF 2025

**RESOLUTION FIXING SALARIES OF ELECTED OFFICIALS OF THE TOWN OF BRUNSWICK FOR THE
YEAR 2026**

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 3 OF 2025

**RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES FOR THE TOWN OF BRUNSWICK FOR THE
YEAR 2026**

The foregoing Resolution, offered by Councilman Balistreri and seconded by Supervisor Herrington, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 4 OF 2025

RESOLUTION AUTHORIZING SUPERVISOR TO MAKE INTER-FUND CASH TRANSFERS PURSUANT TO GENERAL MUNICIPAL LAW, SECTION 9-A, FOR AND DURING THE FISCAL YEAR 2026

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 5 OF 2025

RESOLUTION RE-ISSUING, RE-ADOPTING AND CONTINUING TOWN POLICIES

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 6 OF 2025

RESOLUTION APPOINTING MEMBERS TO PLANNING BOARD AND ZONING BOARD OF APPEALS

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 7 OF 2025

RESOLUTION THAT TOWN CLERK BE APPOINTED THE DELEGATE OF AUTHORITY PERTAINING TO BINGO LICENSES AND PERMITS FOR THE TOWN OF BRUNSWICK FOR THE YEAR 2026

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 8 OF 2025.

RESOLUTION AUTHORIZING HIGHWAY SUPERINTENDENT TO PURCHASE EQUIPMENT, TOOLS AND OTHER IMPLEMENTS IN A TOTAL AMOUNT NOT TO EXCEED \$1,500.00 DURING FISCAL 2026

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye;

Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 9 OF 2025

RESOLUTION APPOINTING REGISTRAR OF VITAL STATISTICS

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 10 OF 2025

RESOLUTION ESTABLISHING PETTY CASH FUNDS FOR THE YEAR 2026

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Balistreri, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 11 OF 2025

RESOLUTION ESTABLISHING COMMUNICATIONS/EXPENSE ACCOUNT FOR THE TOWN SUPERVISOR FOR THE YEAR 2026

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Balistreri, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 12 OF 2025

RESOLUTION DESIGNATING TOWN SUPERVISOR AS THE OFFICIAL DELEGATE OF THE TOWN OF BRUNSWICK FOR THE 2026 ANNUAL MEETING OF THE NYS ASSOCIATION OF TOWNS

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Christian, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 13 OF 2025

RESOLUTION DESIGNATING OFFICIAL NEWSPAPER FOR THE TOWN OF BRUNSWICK FOR THE YEAR 2026

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 14 OF 2025

**RESOLUTION ESTABLISHING OFFICIAL AND REGULAR DATE, TIME AND LOCATION FOR MEETINGS
OF THE TOWN BOARD OF THE TOWN OF BRUNSWICK FOR THE YEAR 2026**

The foregoing Resolution, offered by Councilman Christian and seconded by Supervisor Herrington, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 15 OF 2025

RESOLUTION AUTHORIZING DOG CONTROL OFFICER TO COLLECT IMPOUNDMENT FEES

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 16 OF 2025

RESOLUTION AUTHORIZING THE BUILDINGS AND CODE INSPECTOR TO COLLECT FEES FOR

LICENSES AND PERMITS AND REMIT THEM TO THE SUPERVISOR ON A MONTHLY BASIS

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Balistreri, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 17 OF 2025

**RESOLUTION DESIGNATING POLLING PLACES FOR ELECTION DISTRICTS WITHIN TOWN OF
BRUNSWICK FOR AND DURING THE YEAR 2026**

The foregoing Resolution, offered by Supervisor Herrington and seconded by Councilman Christian, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 18 OF 2025

RESOLUTION APPOINTING CHAIRPERSONS OF PLANNING BOARD AND ZONING BOARD OF APPEALS

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 19 OF 2025

RESOLUTION AUTHORIZING CHECKS TO BE SIGNED WITH FACSIMILE SIGNATURES

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 20 OF 2025

RESOLUTION FIXING COMPENSATION PAYABLE TO CHAIRPERSONS AND MEMBERS OF PLANNING BOARD AND ZONING BOARD OF APPEALS FOR THE YEAR 2026

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Cipperly, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 21 OF 2025

RESOLUTION THAT TOWN EMPLOYEES USING THEIR OWN VEHICLES ON TOWN BUSINESS BE REIMBURSED THEREFOR AT THE 2026 PER MILE RATE ALLOWED BY INTERNAL REVENUE SERVICE FOR BUSINESS USE OF A PERSONAL VEHICLE

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 22 OF 2025

RESOLUTION ESTABLISHING KEYES LANE COMMUNITY CENTER USE FEE

The foregoing Resolution, offered by Councilman Christian and seconded by Supervisor Herrington, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye;

Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 23 OF 2025

RESOLUTION APPOINTING TOWN ATTORNEY

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Balistreri, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 24 OF 2025

RESOLUTION MOVING THE RESPONSIBILITY FOR WORKERS' COMPENSATION REPORTING FROM THE OFFICE OF THE TOWN CLERK TO THE BOOKKEEPER

The foregoing Resolution, offered by Councilman Balistreri and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 25 OF 2025

RESOLUTION APPOINTING CHRISTOPHER LANGLOIS AS ATTORNEY TO THE TOWN ZONING BOARD

The foregoing Resolution, offered by Supervisor Herrington and seconded by Councilman Balistreri, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

RESOLUTION NO. 26 OF 2025

RESOLUTION APPOINTING CHRISTOPHER LANGLOIS AS ATTORNEY TO THE TOWN PLANNING BOARD

The foregoing Resolution, offered by Councilman Christian and seconded by Councilman Sullivan, was duly put to a roll call vote as follows: Councilman Cipperly, Voting Aye; Councilman Christian, Voting Aye; Councilman Sullivan, Voting Aye; Councilman Balistreri, Voting Aye; Supervisor Herrington, Voting Aye. The foregoing Resolution was thereupon declared duly adopted.

ADJOURNMENT:

Supervisor Herrington then motioned to close this meeting. Councilman Christian seconded. Everyone voted "Aye" to close the meeting. The meeting was closed at 6:18 p.m.

Respectfully submitted,

Vinny DamaPoleto
Deputy Town Clerk

TOWN BOARD
TOWN OF BRUNSWICK
Regular Meeting

January 8, 2026

FILED RESOLUTIONS

Number	Title
27	RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A BILLING SERVICE AGREEMENT WITH PROFESSIONAL AMBULANCE BILLING LLC ON BEHALF OF THE TOWN OF BRUNSWICK
28	RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A CERTAIN HIPAA BUSINESS ASSOCIATE AGREEMENT WITH PROFESSIONAL AMBULANCE BILLING LLC

RESOLUTION NO. 27, 2026

**TOWN OF BRUNSWICK
TOWN BOARD MEETING**

January 8, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO A BILLING SERVICE AGREEMENT WITH
PROFESSIONAL AMBULANCE BILLING LLC
ON BEHALF OF THE TOWN OF BRUNSWICK**

WHEREAS, in 2025 the Town of Brunswick established a town-wide ambulance district; and

WHEREAS, the Town has now entered into a contract with North Greenbush Ambulance Association Inc. to provide emergency medical transportation services to residents of the Town of Brunswick; and

WHEREAS, billings to individual patients served by North Greenbush Ambulance will be available to offset certain costs of providing this town-wide service, thus reducing costs to the district; and

WHEREAS, North Greenbush Ambulance Association Inc., which has been in business for many years and has provided service to patients in a number of towns in Rensselaer County, has worked closely with Professional Ambulance Billing LLC, in facilitating the billing process; and

WHEREAS, officials at North Greenbush Ambulance Association Inc. have strongly recommended to the Town that the Town enter a billing service agreement directly with that firm, so that payment for ambulance services by individual patients may be handled seamlessly;

NOW, THEREFORE

BE IT RESOLVED, that the Supervisor is authorized to enter into a billing service agreement with Professional Ambulance Billing LLC, as annexed hereto.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN CIPPERLY
COUNCILMAN CHRISTIAN
COUNCILMAN SULLIVAN
COUNCILMAN BALISTRERI
SUPERVISOR HERRINGTON

VOTING _____
VOTING _____
VOTING _____
VOTING _____
VOTING _____

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: January 8, 2026

BILLING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of December 12, 2025, by and between Professional Ambulance Billing LLC, a New York limited liability company having its principal place of business at 8610 Main Street, Williamsville, NY 14221, and the Town of Brunswick with its offices located at 336 Town Office Road, Troy, NY 12180 (hereinafter the "Provider").

WITNESSETH

WHEREAS, the Provider and Professional Ambulance Billing LLC wish to establish a professional relationship for ambulance Basic and Advanced Life Support billing services whereby Provider apparatus, equipment and personnel will be utilized by Provider, which services by Provider will be billed by Professional Ambulance Billing LLC as provided herein; and,

WHEREAS, the Provider supplies certain ambulance services to the residents and visitors of its primary and mutual aid territories;

WHEREAS, the Provider desires to be reimbursed, to the extent legally permissible, by the individuals utilizing the Provider's ambulance and Basic and Advanced Life Support services, by such individuals or through their government and/or private health insurance carriers; and,

WHEREAS, Professional Ambulance Billing LLC has experience in revenue recovery for services as a third-party billing service and is willing to provide such service to the Provider for a fee; and,

WHEREAS, the Provider desires to have Professional Ambulance Billing LLC provide certain revenue recovery services (as described herein) as a third-party billing service.

NOW, THEREFORE, in consideration of the foregoing promises and the usual covenants and promises contained herein, the parties agree as follows:

1. **Work To Be Performed and Services to Be Rendered**
 - (A) Professional Ambulance Billing LLC shall provide revenue recovery services on behalf of the Provider. The provider hereby designates Professional Ambulance Billing LLC as the exclusive provider of Provider's billing services for the term of this contract, and for each renewal or extension thereof. Professional Ambulance Billing, LLC shall utilize its best efforts to comply with industry standards of professional ambulance billing.
 - (B) Professional Ambulance Billing LLC shall serve as the Provider's authorized agent for the purpose of obtaining the necessary agency authorizations, provider numbers and insurance company contracts required for revenue recovery.

- (C) Professional Ambulance Billing LLC will mail or electronically transmit a claim to the insurance carrier of the patient in accordance with federal, state, or other applicable requirements. In the absence of insurance information or a patient's signature, correspondence will be sent to the patient only to obtain the required billing information. At no time will Professional Ambulance Billing LLC issue any bill to a known uninsured person.
- (D) Professional Ambulance Billing LLC shall upon receipt of any payment by or on behalf of the individual(s) who received the service, direct deposit the said payment in a bank account established designated by the Provider based within 10 business days of receipt. All funds shall belong to Provider.
- (E) Professional Ambulance Billing LLC shall provide initial and, where requested, ongoing training to the Provider's members and employees in the use of its system at no charge to Provider.

2. Obligations of Provider

Provider shall:

- (A) Provider shall provide accurate, complete, and detailed medical, treatment, patient care, and mileage and transportation information for patients. In no way shall Professional Ambulance Billing LLC be required to verify the accuracy of any such information provided.
- (B) Use its best efforts to obtain accurate billing and insurance information.
- (C) Timely submit Patient Care Reports to Professional Ambulance Billing LLC.
- (D) Cooperate with Professional Ambulance Billing LLC in all respects with regard to the collection of information and the submission of accurate bills.

3. Compensation and Fees

- (A) Provider agrees to a flat fee of \$35.00 per Patient Care Report submitted to or on behalf of each of Provider's patients. Within five (5) days after the last day of every calendar month, Professional Ambulance Billing LLC shall determine the total number of Patient Care Reports for that given month which were processed for billing and submitted or billed to or on behalf of the patient and transmit such number and the amount due to Provider.
- (B) The Provider shall pay Professional Ambulance Billing LLC's invoice in the next normal check production/accounts payable cycle, but in no event more than thirty (30) calendar days from the date of the invoice from Professional Ambulance Billing LLC. Failure to pay within a timely manner shall result in interest on the late fee at a rate of five (5%) percent per annum. Any payments made shall be first applied to the interest owed, and then to the oldest outstanding fees, and then to the current charges.
- (C) Provider shall provide any disputed bills to the attention of Professional Ambulance Billing LLC, in writing, within thirty (30) days of the date of the invoice, or such bill shall be deemed appropriate and accepted and Provider shall be deemed to have waived any such dispute of any actual charges, plus interest.

4. Reports

Reports shall be emailed to the Provider (at the designated email addresses for such purposes) each calendar month by Professional Ambulance Billing LLC. The reports shall include charge detail, credit and collection detail and an aged patient receivable report as of the end of each month. Professional Ambulance Billing LLC will provide timely customized reports as necessary to facilitate any audit requirements.

5. Limitation of Liability

- (A) Should any action arise from inaccurate or inappropriate billing based on inaccurate or inappropriate information which the Provider has provided to Professional Ambulance Billing LLC, the Provider shall be jointly and severally responsible for any and all actions, costs, judgments, fines, and fees. Provider shall jointly and severally defend, indemnify, and hold Professional Ambulance Billing, LLC harmless for any such acts where the acts or omissions of Provider were due to Professional Ambulance Billing's unintentional conduct.
- (B) Professional Ambulance Billing, LLC shall defend, indemnify, and hold Provider harmless for any lawsuits, actions, judgments, fines, or other costs or fees arising solely out of Professional Ambulance Billing, LLC's acts or omissions.

6. Confidentiality

- (A) Professional Ambulance Billing LLC, its employees and agents shall not disclose or use for benefit of other than the Provider, any and all information obtained from the Provider. Professional Ambulance Billing LLC shall be bound by the laws of confidentiality which bind the Provider in the Provider's jurisdiction.
- (B) The Provider, its members, employees and agents shall not disclose or use for benefit of other than Professional Ambulance Billing LLC, any and all written or tangible information developed as a result of this Agreement.
- (C) The Parties shall enter into a Business Associates Agreement in the form attached hereto for purposes of protecting patient confidentiality.

(F) Any notice required to be given under this Agreement shall be in writing and mailed certified mail, return receipt requested, registered mail, or overnight delivery service to the intended party as follows:

TO: Professional Ambulance Billing LLC
8610 Main Street
Williamsville, New York 14221

TO: Town of Brunswick
336 Town Office Road
Troy, NY 12180

9. Definitions

For the purpose of this Agreement, the following definitions shall apply:

(A) "Service" shall mean any ambulance, transportation or emergency medical service provided by the Provider or other individual(s), whether treated and/or transported by the Provider or its representatives.

(B) "Information" shall mean a document containing the following:

- (i) The date and time the service was rendered by the Provider or its representative(s) to an individual or individuals.
- (ii) The location where the service originated and occurred.
- (iii) The apparent reason why the service was requested (e.g., auto accident, heart attack, non-vehicle trauma, seizure, etc.)
- (iv) If the service is, in part or in whole, transportation, the destination of the service including the name of any hospital.
- (v) The name, address and gender of the individual(s) who received the service.
- (vi) The name and address of the legally responsible party if other than the individual(s) who received the service
- (vii) The date of birth of the individual(s) who received the service.
- (viii) An assessment of the illness/injury of the individual(s) who received the service.

7. Terms of Agreement

This Agreement shall be effective for 3 years from the live date of Patient Care Reports (PCR) placements from provider. This Agreement shall automatically renew annually, for an additional one year period unless any party provides notice of termination no less than ninety (90) and no more than one hundred twenty (120) days prior to the expiration date of this Agreement.

8. General

(A) Professional Ambulance Billing LLC represents, warrants and agrees that it is and will continue to be compliant with all regulations of the Office of the Inspector General (OIG) and the New York State Office of the Medicaid Inspector General (OMIG).

a. Each party warrants to the other that it will check the Office of the Inspector General's List of Excluded Individuals/Entities (LEIE) prior to making a decision to employ an individual or contract with an entity to provide items or services directly or indirectly payable by a federal health care program, will check the LEIE periodically to determine whether any of its personnel or contractors have been excluded from a federal health care program, will terminate any excluded person or contractor from performing work that it is directly or excluded person or contractor who has performed work for it under this contract during the period of the exclusion that was billed or would otherwise be billable to a federal health care program.

b. Notwithstanding any other provisions of this Agreement, either party may terminate this agreement immediately upon the exclusion of the other party from any state or federal health care program.

(B) This Agreement is the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject hereof. This Agreement may be amended only by an instrument executed by the authorized representatives of both parties.

(C) This Agreement shall be interpreted in accordance with the laws of the State of New York.

(D) Professional Ambulance Billing LLC and its representatives are independent contractors of the Provider, and Professional Ambulance Billing LLC and its representatives in no event will be considered an agent, employee or joint venture of, or with the Provider, or their representative or agents. The sole exception to this paragraph is for the purpose of obtaining necessary authorizations, provider numbers and insurance company contracts as cited in Section 1., paragraph (C) and for conducting billing services on behalf of the Provider.

(E) Any waiver or modification of any provision of this Agreement shall be in writing. No waiver of any provision of this Agreement will constitute a waiver of any other provision hereof, whether or not similar, or a continuing waiver. The performance by any of the parties hereto of any act not required of it under the terms and conditions of this Agreement will not constitute a waiver of the parameter for and limitation on its obligation under this Agreement, and no such performance shall stop such party from asserting such parameters or limitations as to any further or future performance of its obligations.

- (ix) Whether the injury/illness to the individual who received the service is work-related.
- (x) For service provided to an insured individual who is insured for any portion of the cost of the service, the name and address of the insurer and the insured's insurance identification number(s) including group and individual numbers, together with any signatures required for revenue recovery.
- (xi) Any supplemental insurance information requested by Professional Ambulance Billing LLC where the service is provided to an insured individual.
- (xii) Whether the Provider desires direct billing to a third party (such as a third-party payer) for the service provided to an insured individual(s).

The information required hereunder shall be supplied to Professional Ambulance Billing LLC based upon a mutually agreed upon schedule for all services provided by the Provider during the preceding period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first written above.

Professional Ambulance Billing LLC

By: _____

Name: Charles Jordan Title:

Title: President

Date: _____

Town of Brunswick

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 28, 2026

**TOWN OF BRUNSWICK
TOWN BOARD MEETING**

January 8, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO
EXECUTE A CERTAIN HIPAA BUSINESS ASSOCIATE AGREEMENT
WITH PROFESSIONAL AMBULANCE BILLING LLC**

WHEREAS, the Town of Brunswick has entered into an agreement with North Greenbush Ambulance Association, Inc. for the provision of emergency medical services to residents of the Town of Brunswick; and

WHEREAS, the Town has determined to enter into a certain Billing Service Agreement with Professional Ambulance Billing LLC, a firm that for many years has handled the billing for services rendered by said ambulance company; and

WHEREAS, Professional Ambulance Billing LLC has requested the Town to enter into an agreement titled HIPAA Business Associate Agreement, which sets forth the respective duties of Professional Ambulance Billing LLC and the Town of Brunswick, relating to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) for the safeguarding and privacy of patient medical records, the need to protect such privacy rights, and the limited permitted uses for such information; and

WHEREAS, said proposed agreement appears to properly and fairly protect the respective rights of Professional Ambulance Billing LLC and the Town in this area;

NOW, THEREFORE

BE IT RESOLVED, that the Supervisor is hereby authorized to sign said agreement on behalf of the Town.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN CIPPERLY
COUNCILMAN CHRISTIAN

VOTING _____
VOTING _____

**COUNCILMAN SULLIVAN
COUNCILMAN BALISTRERI
SUPERVISOR HERRINGTON**

**VOTING _____
VOTING _____
VOTING _____**

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: January 8, 2026

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between **PROFESSIONAL AMBULANCE BILLING, LLC**, a New York limited liability company having its principal place of business at 8610 Main Street, Williamsville, New York 14221 ("Business Associate") and **Town of Brunswick** a New York corporation having a principal place of business at 336 Town Office Road, Troy, NY 12180 ("Covered Entity") is effective as of the date of the Service Agreement (defined below) (the "Agreement Effective Date").

WITNESSETH:

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of an agreement whereby Business Associate will provide certain services to or perform functions on behalf of Covered Entity (the "Service Agreement"); and

WHEREAS, Business Associate may have access to information, some of which may be Protected Health Information ("PHI") as defined below, in fulfilling its responsibilities under the Service Agreement; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of PHI disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulations promulgated thereunder, as amended and other applicable laws.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under HIPAA which compromises the security or privacy of PHI.

b. **Business Associate** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to 45 CFR §160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to 45 CFR §160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §164.501. Subject to the foregoing, a Designated Record set means: (1) a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication and case or medical

management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals.

f. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside the entity (i.e. covered entity or business associate) holding the information.

g. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

h. **Electronic Protected Health Information or “EPHI”** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §164.501.

j. **Individual** shall have the same meaning as the term “Individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

k. **Limited Data Set** means information that excludes names, postal address (other than town, city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan beneficiary numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

l. **Personal Health Record** is an electronic record of an individual’s health information by which the individual controls access to the information and may have the ability to manage, track, and participate in their own health care.

m. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR §§160 and 164.

n. **Protected Health Information or “PHI”** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, and (ii) 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, (iii) that is transmitted by electronic media, maintained in electronic media or transmitted or maintained in any other form or medium; and (iv) shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §160.103.

o. **Secured PHI** means PHI that is unusable, unreadable, or indecipherable to unauthorized individuals. HHS guidance states there are only two methods for making PHI secured: encryption and destruction.

p. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

q. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals through the use of a technology or methodology spc.

r. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information within an entity (i.e. covered entity or business associate) that maintains such information.

2. Obligations of Business Associate.

a. **Permitted Uses.** Business Associate shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by HIPAA and applicable state law. Business Associate acknowledges that certain sections of the Privacy Rule and the Security Rule apply directly to Business Associate in the same manner as they apply to Covered Entity and agrees to comply with such rules and regulations as applicable. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity, except that Business Associate may use PHI (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) to report violations of law to appropriate federal and state authorities consistent with 45 CFR §164.502(j)(1), or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

b. **Permitted Disclosures.** Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if disclosed by Covered Entity, except that Business Associate may disclose PHI (i) in a manner permitted pursuant to this Agreement, (ii) for the proper management and administration of Business Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

c. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement, HIPAA and state law and to protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of Covered Entity.

d. **Reporting of Improper Use or Disclosure.** Business Associate shall report to Covered Entity in writing any Security Incident, unauthorized access of PHI, Use or Disclosure of PHI otherwise than as provided for by this Agreement, Breach involving Unsecured PHI, or any known pattern of activity or practice that constitutes a material breach of this Agreement, within two (2) business days of becoming aware of such improper Use or Disclosure, unauthorized access, Security Incident or Breach. In the event of a Breach, if the identity and/or contact information of all such Individuals is not known, Business Associate must nevertheless notify Covered Entity of

the Breach within the two (2) business day timeframe and provide additional information concerning the identification of affected Individuals as soon as it is available. Business Associate shall: (i) take prompt action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Agreement and state or federal law; (ii) take additional action to mitigate as requested by Covered Entity; and (iii) upon request, assist Covered Entity in the performance of a risk assessment to determine if a Breach has occurred.

e. Business Associate's Agents/Subcontractors. Business Associate may disclose PHI to and permit the use of PHI by its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on behalf of Covered Entity. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

f. Access to PHI. Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Records Sets or in an Electronic Health Record available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under HIPAA or other applicable laws.

g. Amendment of PHI. Business Associate or its agents or subcontractors shall make PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA or other applicable laws.

h. Accounting Rights. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA or other applicable laws. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record.

i. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI, and relating to security incidents involving Covered Entity's Electronic PHI, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with HIPAA.

j. Minimum Necessary. Business Associate and its agents or subcontractors shall only request, use and disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure.

k. Retention of PHI. Notwithstanding Section 3(d) of this Agreement, Business Associate and its subcontractors or agents shall retain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of this Agreement.

1. **Audits, Inspection and Enforcement.** Within reasonable written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI and the implementation of appropriate security safeguards pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement. This access excludes proprietary software, policies and operational procedure information not related to PHI.

3. **Term and Termination.**

a. **Term.** This Agreement shall become effective on the Agreement Effective Date and shall continue until terminated by Covered Entity or until the Service Agreement expires or is terminated. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Sections 2, 4, 5, 6, 7 and 9 of this Agreement.

b. **Material Breach.** A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by Covered Entity.

c. **Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under HIPAA, the provisions of this Agreement or the Service Agreement and does not terminate the Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement and the Service Agreement, if feasible. If Business Associate knows of a pattern of activity or practice of subcontractor that constitutes a material breach or violation under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the Business Associate must terminate the Subcontractor Agreement if feasible. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of subcontractor that Business Associate believes constitutes a material breach or violation of subcontractor's obligations under the Subcontractor Agreement within five (5) days of discovery and shall meet with subcontractor to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

d. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

4. **Limitation on Liability.** Covered Entity will not be liable to Business Associate or any other person for any consequential, incidental, punitive or other damages arising from or relating to the PHI (including but not limited to errors or omissions in the PHI) or for Covered Entity's performance or failure to perform under this Agreement.

5. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other party and its respective employees, directors, officers, subcontractors, and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees) arising from or in connection with any Breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by the indemnifying party or its employees, directors, subcontractors, or agents. This indemnification obligation shall survive the expiration or termination of this Agreement.

6. **Injunction.** Covered Entity and Business Associate agree that any violations of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this section shall survive the expiration or termination of this Agreement.

7. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or state law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

8. **Amendment.**

a. **Written Amendment Required.** This Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

b. **Amendment to Comply with Law.** The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of PHI.

9. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

10. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

11. **Independent Contractor Relationship.** This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

12. **Notice.** Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the

respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: COVERED ENTITY:

Town of Brunswick
336 Town Office Road
Troy, NY 12180

TO: BUSINESS ASSOCIATE:

Charles Jordan, President
Professional Ambulance Billing, LLC
8610 Main Street
Williamsville New York 14221

13. Severability. If any section or portion of this Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Agreement.

14. Interpretation. The terms and conditions of this Agreement shall supersede any conflicting terms and conditions in the underlying Service Agreement (as amended from time to time) between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and applicable laws. The parties agree that any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and applicable laws.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the Service Agreement Effective Date.

COVERED ENTITY:

By: _____

Title: _____

Date: _____
Doc #1972621.1

BUSINESS ASSOCIATE:

By: _____

Charles Jordan, President

Date: _____