

TOWN OF CLARKSON
SPECIAL TOWN BOARD MEETING
Continuation of Public Hearing
December 28, 2010

The Town Board of the Town of Clarkson held a special meeting on Tuesday, December 28, 2010 at the Clarkson Town Hall, 3710 Lake Road, Clarkson, NY at 7:00 PM

PRESENT:

| | |
|--------------------|-----------------------|
| Paul Kimball | Supervisor |
| Allan Hoy | Councilperson |
| Christa Filipowicz | Councilperson |
| Patrick Didas | Councilperson |
| Sheldon Meyers | Councilperson |
| Sharon Mattison | Town Clerk |
| Richard Olson | Attorney for the Town |

ALSO:

| | |
|------------|---------------------|
| William Ey | Ass't to Supervisor |
|------------|---------------------|

**excused

Supervisor Kimball opened the meeting, and Sharon Mattison, Town Clerk led all those present in the Pledge of Allegiance. A moment of silence was observed for those serving in the military.

CONTINUATION—PUBLIC HEARING ON AMBULANCE SERVICE IN THE CLARKSON FIRE PROTECTION DISTRICT

Supervisor Kimball gave a brief summary of the situation at hand for the benefit of those present who did not attend the December 22 public hearing.

Supervisor Kimball opened the public hearing at 7:07 PM

S. Pratt of Redman Road asked whether Monroe would send a bill to residents for amounts not covered by insurance. Supervisor Kimball replied that he did not know but it was his understanding that Monroe would bill insurance for a pre-determined amount that the insurance company had agreed to pay and bill non-insured residents the minimum amount that Medicaid allows.

J. Gillette asked who would be the secondary ambulance, if any. Supervisor Kimball replied it would be either a second Monroe ambulance or Brockport. Brockport ambulance still has a contract for 2011 with the Town of Clarkson and if residents desire, they can request Brockport ambulance when calling 911. Monroe has stated that they will backfill if necessary so that two ambulances are always available in Clarkson.

J. Alexander of Sweden Walker Road expressed his concern about whether or not there was a guarantee by Monroe that an ambulance would be stationed in the Town of Clarkson at all times. He also said he was concerned about a longer response time with Monroe than with Brockport.

Supervisor Kimball asked if anyone else wished to speak. No one spoke. He repeated the invitation for the public to address the Board regarding the proposed contract with Monroe Ambulance.

T. Rombaut expressed concern over response times and also about Brockport volunteers not getting information on local ambulance calls because of Monroe's dedicated phone line which is not toned through Brockport Ambulance. He offered a history of the Town of Greece's experience with Monroe. He stated his concern about public safety being jeopardized and feels that the volunteers in the fire and ambulance corp have been used as pawns in the dispute over the village's usage of surplus ambulance funds. He added he does not feel the Village has credibility due to his prior experience with them as fire chief.

12.28.10

Councilperson Filipowicz stated she doesn't understand why there isn't outrage in the village and why are people looking at the towns when we have been trying to resolve this issue for a year and a half and have been put off by the Village.

Councilperson Meyers said he has been trying to give the Village board the benefit of the doubt all along and personally approached them in an effort to resolve this. He said nobody wants to see the Village fail but for a year and a half they have been diverting funds that they shouldn't have. He said their financial mess is like a cancer that is affecting all the residents. He stated as a board member, we have to protect our taxpayers. He said he is voting for Monroe because his hands are tied, even though he feels terrible about it.

J. Coyle of Larrigan Crossing asked why the Village is making all the decisions if the two towns contribute money. Supervisor Kimball explained briefly the reason why, by law, towns are not permitted to own fire equipment or have a fire department. Towns have a fire protection district and can contract with anyone they choose for fire protection. Sweden and Clarkson have always contracted with the Village of Brockport. He said over the years the two towns' assessments, as a percentage, have gone past the Village's which has increased the percentage of money paid by the towns for the fire budget. The towns now pay nearly 80 percent of the fire budget yet have no say in how the money is spent.

Councilperson Filipowicz pointed out that, despite the Village requesting more time, this situation has been ongoing for almost two years and doesn't feel that the public has full information of how long this has been going on.

Councilperson Didas read details from the Monroe contract which address concerns regarding response times and the assurance of having a dedicated vehicle here in town. S. Alexander replied that it has been her experience that the actual Monroe response times tend to be longer than those that are stated in the contract. Supervisor Kimball said he was given a verbal assurance that the Town would have a dedicated ambulance on location at all times. Kimball said he would get that in writing as a memorandum of understanding from Monroe.

C. Pratt said after she attended both the December 22 and tonight's meeting, she would highly support the Board's decision. She said the volunteers are important but after listening to everything that has been going on, she would support the Board's decision to go with Monroe.

J. Rombaut of Gilmore Road said it's a tough decision and he knows it's nothing against the volunteers who are doing the best they can. He said we can't continue to talk it to death since the situation is not going away and he doesn't see it getting any better. He hates to see it happen but times have changed. He said the Board has had a bad set of cards dealt to them in the past 18 months and he gives them a lot of credit. He finished by saying if he were sitting on the Board he didn't think he'd have any other choice, either.

Councilperson Meyers added the situation is sad but a necessity due to the financial situation of the Village.

Supervisor Kimball closed the public hearing at 7:44 PM.

12.28.10

RESOLUTION ADOPTING NEGATIVE SEQRA DECLARATION

PRESENT: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers
ABSENT: None

TOWN OF CLARKSON

December 28, 2010

New York State Environmental Quality Review Act ("SEQRA")-
Determination of Nonsignificance
(Negative Declaration)

**Clarkson Fire Protection District Ambulance Contract with
 Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance**

WHEREAS, the Town Board of the Town of Clarkson is considering entering into a contract with Monroe Medi-Trans, Inc. to provide ambulance service to the Clarkson Fire Protection; and

WHEREAS, the Town Board has determined that the project is an **unlisted action** pursuant to SEQRA regulations; and

WHEREAS, the board has reviewed the Short Environment Assessment Form on file in the Town Office; and

WHEREAS, on this date, December 28, 2010, at a public meeting, the Town Board conducted the required SEQRA review process by reviewing said Short Environment Assessment Form

NOW THEREFORE, BE IT RESOLVED:

1. Based on its review of all of the evidence submitted and reviewed, and based upon the Town Board's deliberations and its review of the short Environmental Assessment Form for the proposed project, it is hereby determined that the proposed project will not have a significant impact on the environment and that a negative declaration is hereby issued for the lease.

2. This notice of this determination of non-significance shall be filed as required by SEQRA.

The foregoing resolution was approved as follows:

Introduced by Councilperson Filipowicz
 Seconded by Councilperson Hoy

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers
NAYS: None

Discussion: Supervisor Kimball read SEQR Short Environmental Assessment Form for Unlisted Actions only

***see attached short environmental assessment form at end of minutes**

12.28.10

RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN CONTRACT WITH MONROE AMBULANCE

AT A MEETING OF THE TOWN BOARD OF THE TOWN OF CLARKSON HELD AT THE TOWN HALL, 3710 LAKE ROAD, TOWN OF CLARKSON, MONROE COUNTY, NEW YORK ON THE 28th DAY OF DECEMBER, 2010

PRESENT: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers

ABSENT: NONE

Introduced by: Supervisor Hoy

Seconded by: Councilperson Didas

Resolution Authorizing Supervisor to Sign Contract for Ambulance Service with Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance

WHEREAS, the Town of Clarkson contracts for the provision of ambulance service to the Clarkson Fire Protection District; and

WHEREAS, the Town Board of the Town of Clarkson has determined that it is in the best interest of the Clarkson Fire Protection District to contract with Monroe Medi-Trans, Inc. d/b/a for ambulance service; and

WHEREAS, the Town Board of the Town of Clarkson held a public hearing on December 22, 2010 at 5:30 PM which was continued and concluded on December 28, 2010 at 7:00 PM regarding the proposed contract between the Town and Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance and that all persons wishing to be heard were heard.

NOW, THEREFORE BE IT RESOLVED:

1. That the Supervisor is hereby authorized to execute the contract with Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance for ambulance services for the Clarkson Fire Protection District for the period commencing January 3, 2011 and ending at midnight on December 31, 2011.
2. That this resolution shall take effect immediately.

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers

NAYS: None

***see attached contract at end of minutes**

MOTION TO NAME MONROE AMBULANCE AS PRIMARY RESPONDER

AT A MEETING OF THE TOWN BOARD OF THE TOWN OF CLARKSON HELD AT THE TOWN HALL, 3710 LAKE ROAD, TOWN OF CLARKSON, MONROE COUNTY, NEW YORK ON THE 28th DAY OF DECEMBER, 2010

PRESENT: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers

ABSENT: NONE

Introduced by: Councilperson Hoy

Seconded by: Councilperson Didas

Resolution Designating Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance as The Primary Responder for Ambulance Service in the Clarkson Fire Protection District

12.28.10

WHEREAS, Local Law #5-2010 “A Local Law Regulating Ambulance Services in the Town of Clarkson”, provides that in the event more than one Ambulance Service Provider is contracted for in a given area of the Town, the Town Board shall designate the primary provider of said service; and

WHEREAS, the Town Board has provided for more than one ambulance service in the Clarkson Fire Protection District; and

WHEREAS, after careful analysis and deliberation this board has determined that it is the best interest of the Clarkson Fire Protection District and its residents that Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance be designated the primary responder for 2011.

NOW, THEREFORE BE IT RESOLVED:

1. That Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance is hereby designated as the Primary Responder for ambulance services for the Clarkson Fire Protection District for the period commencing January 1, 2011 and ending at midnight on December 31, 2011.
2. That this resolution shall take effect immediately.

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers

NAYS: None

RESOLUTION TO CALL FOR PUBLIC INFORMATION HEARING

Introduced by Councilperson Filipowicz

Seconded by Councilperson Hoy

Ordering Public Information Meeting Fire District Formation

WHEREAS, there has been duly established in the Town of Clarkson a fire protection district known as the Clarkson Fire Protection District; and

WHEREAS, on November 23, 2010, the Town Board of the Town of Clarkson resolved to pursue the formation of a Fire District to replace the current Clarkson Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED:

- Sec.1.** That the Town Board of the Town of Clarkson will hold a Public Information meeting regarding the formation of a Fire District on Tuesday, January 18, 2011 at 7:30 pm at the A.D. Oliver Middle School, 40 Allen Street, Brockport, NY.
- Sec.2.** That the meeting will be held jointly with the Town Board of the Town of Sweden.
- Sec.3.** That the Village Board of the Village of Brockport is invited to participate.
- Sec.4.** That the purpose of the meeting is to allow consultant Raymond DiRaddo to present information regarding the process of forming a Fire District.
- Sec.5.** That there will not be a public comment period at this meeting. The public will have the opportunity to comment at a public hearing to be held at a later date.

VOTE OF THE BOARD

AYES: Supervisor Kimball, Councilpersons Hoy, Filipowicz, Didas and Meyers

NAYS: None

12.28.10**AUDIT**—12-02-2010

Vouchers 20101433 – 20101548; Total \$126,726.60; Gen. \$25,605.92; Hwy. \$44,340.44;
SF \$56,640.75; SS \$139.49

Motion by Councilperson Hoy

Seconded by Councilperson Didas

Unanimously carried

Motion to adjourn at 7:58 PM by Councilperson Hoy

Seconded by Councilperson Didas

Unanimously carried

Respectfully submitted,

Sharon S. Mattison
Town Clerk

APPROVED 01-11-2011

617.20
Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

| | |
|--|---|
| <p>1. APPLICANT/SPONSOR Town Board, Town of Clarkson</p> | <p>2. PROJECT NAME Monroe Medi-Trans Contract for Ambulance Service</p> |
| <p>3. PROJECT LOCATION: Municipality <u>Town of Clarkson</u> County <u>Monroe</u></p> | |
| <p>4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>Clarkson Fire Protection District Town of Clarkson.</u></p> | |
| <p>5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration</p> | |
| <p>6. DESCRIBE PROJECT BRIEFLY: To enter into a contract with Monroe Medi-Trans, Inc. d/b/a Monroe Ambulance for providing Ambulance Service for the Clarkson Fire Protection District</p> | |
| <p>7. AMOUNT OF LAND AFFECTED: Initially <u>n/a</u> acres Ultimately <u>n/a</u> acres</p> | |
| <p>8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly <u>n/a</u></p> | |
| <p>9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: <u>n/a</u></p> | |
| <p>10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: <u>n/a</u></p> | |
| <p>11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: <u>n/a</u></p> | |
| <p>12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u></p> | |
| <p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE</p> | |
| <p>Applicant/sponsor name: <u>PAUL M. KIMBALL</u> Date: <u>12-28-2010</u></p> | |
| <p>Signature: <u>Paul M Kimball</u></p> | |

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

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PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

| | |
|--|---|
| A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF. | |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. | |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) | |
| C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: NO. The number of ambulance trips within the Town of Clarkson is not determined by the number of ambulance providers, but by the demand from the public. | |
| C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: NO. The ambulance activity within the Town of Clarkson will not be impacted by this contract. | |
| C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: NO. Not relevant to this project | |
| C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: NO. No change in Land use as a result of this contract. | |
| C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: NO. The only difference will be the primary provider of service. The level of service will remain the same | |
| C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: NO | |
| C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly: Ambulance trips may be shorter as ambulances may be coming from within the town rather than from outside the town. Rates to uninsured users of the ambulance service are projected to be lower. | |
| D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? | |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No If Yes, explain briefly: |
| E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? | |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No If Yes, explain briefly: |

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Town Board Town of Clarkson

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|--|---|
| Name of Lead Agency | Date |
| Paul M. Kimball | 11/23/2015 |
| Print or Type Name of Responsible Officer in Lead Agency | Supervisor |
| Paul M Kimball | M. JAS |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (If different from responsible officer) |

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AGREEMENT

THIS AGREEMENT, between the **TOWN BOARD OF THE TOWN OF CLARKSON**, a New York Municipal Corporation, with offices at 3710 Lake Road, Clarkson, New York 14430 acting for the **CLARKSON FIRE PROTECTION DISTRICT**, a fire protection district located in the Town of Clarkson (hereinafter referred to as the “Town”) and **MONROE MEDI-TRANS, INC. d/b/a MONROE AMBULANCE**, having its principal place of business at 1669 Lyell Avenue, Rochester, New York 14606 (hereinafter referred to as “Monroe Ambulance”).

GENERAL PROVISIONS

1. **Statement of Purpose.** The parties hereto mutually agree that the purpose of this Agreement is to effectuate and to encourage the furnishing of modern, expeditious and reliable professional emergency ambulance service that is reasonably possible at a reasonable cost for persons in need of ambulance services within the Town.
2. **Consideration.** In consideration of the sum of one dollar (\$1.00), receipt of which is acknowledged by Monroe Ambulance, and in consideration for Monroe Ambulance’s designation as the primary provider of ambulance services within the Clarkson Fire Protection District (meaning that Monroe Ambulance shall be the first ambulance provider offered the opportunity to provide ambulance services whenever ambulance services are required within the Clarkson Fire Protection District), Monroe Ambulance agrees to provide ambulance services as set forth herein to the Clarkson Fire Protection District.
3. **Fire Protection District Boundaries.** The Clarkson Fire Protection District embraces the following described premises: The entire Town of Clarkson *excepting*: Lots 7, 8, 9, 10, 11, 12 and 13 of Section 15; Lots 6 and 12 of Section 18; and all lots comprising Section 19; or those portions of the Town of Clarkson lying within the bounds of the Walker Fire District and the Parma Fire District, respectively.
4. **Representations of Monroe Ambulance.** Monroe Ambulance hereby represents that it possesses the equipment, personnel and expertise to execute the terms and conditions of this Agreement, and that the work and services required pursuant to this Agreement are of such a nature that the scope of services contained in this Agreement may not specifically delineate all those requirements which shall become reasonably necessary to the effectuation of this Agreement over a period of years. Monroe Ambulance, therefore, hereby agrees to provide the necessary technical expertise and equipment to reasonably provide for the emergency ambulance service needs of the Town throughout the term of this Agreement.

SPECIFICATIONS

5. **Authorization Certificate.**
 - a. Monroe Ambulance shall maintain in effect a certificate from the State of New York Department of Health pursuant to Article 30 of the Public Health Law of the State of New York. Monroe Ambulance shall demonstrate to the satisfaction of the Town that such certificate is in effect at the time of the execution of this Agreement, and Monroe Ambulance shall renew such certificate as required throughout the term this Agreement.
 - b. Monroe Ambulance shall, during the term of Agreement, operate an emergency ambulance service to the reasonable satisfaction of the Town, which shall conform in all material respects to, or exceed, the

New York State Public Health Law and Emergency Medical Services Code, 10 N.Y.C.R.R. Part 800.

6. Scope of Services

- a. **Emergency Ambulance Service.** Monroe Ambulance shall furnish prompt and efficient emergency ambulance service for calls for sick or injured persons of the Town. “Emergency ambulance service”, when used in this Agreement, shall include the transport of sick, disabled or injured persons to hospitals and the provision of initial emergency medical assistance to such persons. All such services shall be provided in accordance with all laws, ordinances, rules and regulations applicable thereto, including the New York State Emergency Medical Services Code, the protocols as they exist or as they may be established by the Monroe - Livingston Regional Emergency Medical Advisory Council (REMAC) or the Regional EMS Medical Director, or other applicable protocols.
- i. **Basic Life Support Services.** Monroe Ambulance basic life support units shall be staffed by a minimum of two (2) personnel certified at the emergency medical technician-basic with defibrillation or higher.
- ii. **Advanced Life Support Service.**
1. All Monroe Ambulance vehicles providing Advanced Life Support pursuant to this contract shall be staffed by two certified EMS providers, one of which must be certified as NYS Paramedic or NYS Critical Care Technician and the other certified at least to the emergency medical technician-basic level, or higher.
 2. Monroe Ambulance service vehicles (fly cars) or other ALS intercept vehicles shall be staffed by at least one (1) EMS provider certified at the NYS Paramedic or NYS Critical Care Technician level.
 3. Responding Monroe Ambulance advanced life support personnel shall be cleared by the Monroe Ambulance Agency Medical Director, the Training and Education Division of Monroe Ambulance, and shall be recorded by the Regional ALS Committee and completely authorized to provide ALS service in the Monroe-Livingston EMS System.
- b. **Emergency or Fire Scene Stand-by Service.** Monroe Ambulance will provide stand-by services at emergency scenes and work with the town and incident commander. Such service shall include the continued availability at the scene of at least one (1) ambulance capable of providing services until released by the highest ranking officer at the scene.

- i. Monroe Ambulance shall operate within the Incident Command System (ICS) and/ or NIMS adopted by the Town. Monroe Ambulance transport units shall fall under the command of the appropriate District officer or Incident Commander while responding to and operating at any event within the Town.
- c. **Records.** Monroe Ambulance shall maintain appropriate records, reasonably satisfactory to the Town, providing complete details regarding all emergency ambulance service calls under this Agreement, including the time of receipt of the call, type of call, the site of the emergency, the time at which the ambulance personnel are ready to exit the ambulance at the scene of the incident or the time of cancellation of the request, time of departure from the site and time of arrival at the hospital, and the disposition of the call, services rendered and billing to any party for said call. Such records shall be available for inspection by the Town on request, subject to patient confidentiality limits prescribed in applicable federal and State law and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

7. **Vehicles and Equipment.**

- a. All ambulances of Monroe Ambulance are certified by the NYS Department of Health Bureau of Emergency Medical Services. In addition, all vehicles are compliant with Article 30 of the New York Public Health Law and 10 N.Y.C.R.R. Part 800.
- b. Monroe Ambulance shall maintain liability insurance in the amount of at least \$1,000,000 per person, \$2,000,000 combined single limit for bodily injury, with \$5,000,000 umbrella coverage for each occurrence. The Town shall be named as an additional insured upon the execution of this Agreement. At no time shall Monroe Ambulance allow a lapse in liability insurance during the terms of this contract.
- c. Monroe Ambulance shall ensure the availability and functionality of all equipment required for patient care, support of emergency medical service operations, or any other reasonably anticipated patient needs.
- d. Monroe Ambulance shall ensure that its entire emergency medical service vehicle fleet meets the New York State Department of Motor Vehicles safety inspection and registration requirements.
- e. Monroe Ambulance shall maintain and have available all New York State Department of Health and locally mandated equipment on each transporting ambulance and each ALS first response vehicle.

8. **Personnel.**

- a. Monroe Ambulance shall have a sufficient number of trained personnel to perform the services pursuant to this Agreement on a twenty-four (24) hour basis. All employees must meet all applicable

professional qualifications as prescribed by the State during the term of this Agreement.

- b. Monroe Ambulance shall have a formal process for orientation of new employees to the applicable policies and procedures of Monroe Ambulance and to the applicable provisions of this Agreement.
 - c. Monroe Ambulance shall have a formal process for continuing education, remedial instruction and in-service training of employees, including training and re-certifications for the appropriate level of hazardous materials response.
 - d. Monroe Ambulance, upon request of the Town, shall make available the following information:
 - i. List of current employees and, as appropriate, their medical certifications and/or drivers license numbers.
 - ii. Current work schedule
 - iii. Current orientation curriculum and training policy.
 - e. Monroe Ambulance shall participate in the REMAC Quality Assurance / Quality Improvement Program and shall have and maintain its own program.
9. **Response Time Standards.** The maximum response time shall not be greater than the time limits defined below for 90% of all responses in the Town.
- a. Priority 1: 10 Minutes
Priority 2: 10 Minutes
Priority 3: 15 Minutes
Priority 4: 25 Minutes
 - b. All response times shall be measured or calculated as the time elapsed between (1) the time at which a request for service is received by Monroe Ambulance from the Emergency Communications Department and (2) the time at which Monroe Ambulance's ambulance arrives at the scene of the incident.
 - c. A request for service involving an advanced life support incident shall take precedence over all requests for service involving basic life support incidents.
 - d. Monroe Ambulance shall provide to the Town on a monthly basis a report summarizing Monroe Ambulance's response time performance for the preceding period. Such report shall be submitted within fifteen (15) calendar days after the end of the previous month.

10. **Dispatch and Notification.**

- a. The Town and Monroe Ambulance shall work together to ensure all requests for service are received by Monroe Ambulance from the

County Emergency Communications Department via station data terminal or telephone as the situation dictates.

- b. Monroe Ambulance shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching stations and elsewhere as may be necessary to perform the services described in this Agreement. At a minimum, Monroe Ambulance shall have and maintain the following communication capabilities.
 - i. Direct telephone communication to the County Emergency Communications Department.
 - ii. Two-way radio communication on a special emergency radio service band having ninety-five percent (95%) transmit and receive coverage between the dispatching center and all ambulances or equivalent equipment.
- c. Monroe Ambulance shall have and maintain the necessary redundancies in its communications system to ensure continuous communication capabilities.

TERMS AND RATES

11. Term of Agreement. This contract shall be for a term commencing January 3, 2011 for the balance of calendar year 2011 and shall be deemed renewed on the same basis each calendar year thereafter for a further full calendar year unless terminated as provided in Subsection 4 of Section 184 of the Town Law, the term of said contract to expire, in any event, on the 31st day of December, 2015.

12. Rates for Service.

- a. No charge will be made to the Town or expense incurred by the Town in connection with Monroe Ambulance's performance of any of the ambulance services described in this agreement.
- b. Persons utilizing the services of Monroe Ambulance shall be responsible for payment to Monroe Ambulance on a fee-for-service basis. The fees to be charged by Monroe Ambulance to uninsured patients shall be set forth in the fee schedule which shall be provided to the Town.

ADDITIONAL LEGAL PROVISIONS

13. Prohibition Against Assignment. Neither party may assign, transfer, convey, sublet or otherwise dispose of this Agreement without the prior written consent of the other party.

14. Non-Discrimination. The parties shall comply with Titles VI and VII of the Civil Rights Act of 1964, 503 and 504 of the Rehabilitation Act of 1973, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these Acts. The parties shall not discriminate or otherwise violate any applicable federal, State or local anti-discrimination law or regulation in the performance of services under this Agreement.

15. Excluded Provider.

- a. The Town represents that to its actual knowledge, the Town has not been convicted of a crime related to healthcare, and is not currently listed by a federal or State agency as debarred, excluded or otherwise ineligible to participate in federal or State health care programs. Should the Town obtain actual knowledge that would invalidate the representations contained herein, the Town shall immediately notify Monroe after obtaining such knowledge and/or notice that it is an excluded provider.
- b. Monroe represents that it has not been convicted of a crime related to healthcare, and is not currently listed by a federal or State agency as debarred, excluded or otherwise ineligible to participate in federal or State health care programs. Should Monroe obtain actual knowledge that would invalidate the representations contained herein, Monroe shall immediately notify the Town after it receives notice that it is an excluded provider. For purposes of this subsection 15(b), the term “excluded provider” shall mean Monroe’s parent, principals, shareholders, directors and officers (including subcontractors and employees).

16. Access to Books and Records. To the extent the value of services furnished under this Agreement, or a subcontract of this Agreement, exceed \$10,000 over a 12-month period, each party will make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs incurred by such party under this Agreement for a period of four years after the furnishing of services. Each party agrees to notify the other party within 3 days of the nature and scope of any request for access and to provide, or make available copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.

17. Independent Contractor Relationship. It is mutually understood and agreed that in the performance of duties and obligations of the parties to this Agreement, each party is a separate and independent contractor. Neither party is the principal agent, nor shall be a representative of the other and neither has any direct control over the manner in which the other performs its services and functions.

18. Confidentiality of Proprietary Information. The Town acknowledges that in the course of performing this Agreement, it will become aware of information concerning Monroe’s operations, business practices, customer practices, software systems, programs, pricing policies, customers and clients. The Town agrees that the Town and its employees, agents, successors and assigns shall not disclose such information to any person without the written consent of Monroe except for the Town’s internal use as reasonably necessary to perform this Agreement. The Town also agrees that only those agents and employees of the Town who has a need to know any such information to perform their duties in connection with this Agreement will be provided with such information, and then only with those portions of

such information as are reasonably necessary to the performance of their jobs. Further, the Town agrees to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities.

- 19. Confidentiality.** The Town shall ensure that any and all “protected health information” (as such term is defined at 45 C.F.R. § 160.103) provided to the Town by Monroe Ambulance shall be kept confidential and shall not be disclosed by the Town except as required by law.
- 20. Assignment / Notices / Severability / Waivers.** All notices, requests, demands and any other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered if sent by certified mail, postage prepaid, to the parties at the address stated above, or any other address designated by the parties. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of this Agreement shall retain its full force and effect. The parties shall negotiate in good faith to amend the Agreement to replace any provision deemed to be invalid or unenforceable with a valid and enforceable provision which, as nearly as possible, accomplishes the original objectives of the parties. One or more waivers by either party of a breach of this Agreement by the other party shall not be construed as a waiver of other breaches of this Agreement.

IN WITNESS THEREOF, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

Date: _____

TOWN BOARD OF THE TOWN OF CLARKSON, Acting as Commissioners of the Clarkson Fire Protection District

By: _____
Paul M. Kimball, Supervisor

By: _____
Patrick Didas, Councilperson

(s e a l)

By: _____
Allan Hoy, Councilperson

By: _____
Christa Filipowicz, Councilperson

By: _____
Sheldon Meyers, Councilperson

Date: _____

TOWN of CLARKSON

By: _____

Date: _____

**MONROE MEDI-TRANS, Inc.
d/b/a MONROE AMBULANCE**

By: _____

Thomas C. Coyle, Vice President