

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

A meeting of the Sand Lake Town Board was held on December 13, 2017 at 7:30 P.M. at the Sand Lake Town Hall. After the Pledge of Allegiance, the following answered roll call:

PRESENT: Councilwoman Kronau
Councilwoman Glasser
Councilman Beebie
Supervisor Fasoldt
Town Attorney Scott Ely

ABSENT: Councilman Turner

RECORDING SECRETARY: Barbara A. Biittig, Town Clerk

OTHERS PRESENT: Bill Glasser, Fred Erickson, Ed Knapp, Brian Hunt, Dee Erickson, Andrew Bulmer, Nancy Perry and others.

CALL TO ORDER

Supervisor Fasoldt opened the Town Board meeting at 7:30 pm.

APPROVAL OF MINUTES –

Supervisor Fasoldt moved to approve the minutes of January 11, 2017 Town Board Meeting. This was seconded by Councilwoman Kronau. Councilwoman Glasser abstained.

MOTION CARRIED = UNANIMOUS

Supervisor Fasoldt moved to approve the minutes of January 25, 2017 Workshop Meeting. This was seconded by Councilman Beebie.

MOTION CARRIED = UNANIMOUS

MONTHLY REPORTS: TOWN CLERK- Barbara A. Biittig

- Money paid to Supervisor for January 2017 \$10, 668.47.
- Money paid to NYS Ag & Markets for spay/neuter program \$71.00
- Money paid to NYS Health Dept. for Marriage Licenses \$45.00.
- Money paid to NYS Conservation for January 2017 \$285.33

Don't forget to renew you 2017 sticker for use of the Convenience Facility and the price is still \$25 for under 60 years, over 60 \$15 and extra vehicles \$5. You must be a town resident and only Town Garbage bags are to be used.

Again a message from the Department of State with regard to passports, you must renew your passport 6 months before the expiration date. Failure to do so will result in you not being able to use it. You will be turned away at the airport. In the 2016 year the Town issued more passports then in years past. This is because of more people traveling and also that we are available Wed nights and Saturday morning. Most passport offices are not open nights or Saturday's. So, this brought in more revenue to the town.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

A reminder that all dogs that are harbored in the Town of Sand Lake must have a license that is renewed on a yearly basis also, if you no longer have the dog or the dog is deceased you are required by law to notify my office of the change. If your dog is a therapy dog you can provide me with your Therapy Certificate and your dog license is free. You must keep me informed on their rabies shot records when due. Also, the Town has a leash law. When a dog is off your property it must be leashed at all times. For further information on the Towns Law with regard to dogs go to the Town Web site townofsand-lake.us

Town Offices will be closed on Monday, February 20, 2017 in observance of Presidents Day.

This year my office will be involved with Census for 2020. This is extremely important to every town to do it correctly and timely. The more involved we are the better chances of any monies that may become available for the town. This will take several hours to complete. We will be taking training classes that will soon be coming up. I will keep you informed on how this process is going.

I will be going to the Association of Towns in New York City on February 20, 2017 and will be taking a class on the new computer system that I will be dealing with on death certificates that is going to happen very soon. All Town Clerks must be a part of this state mandated system. I will be attending several other classes. I always find the information learned at this meeting very useful and informative. Many town clerks from all over New York attend and we share our knowledge. I wish to thank the board for the privilege of attending this worthwhile trip.

If you have any questions, concerns please feel free to contact me at 518-674-2026 ext 22 or my home at 518-674-5721.

SUPERVISOR'S REPORT:

- Update on Grants.
- Spoke with DEC regarding property on Eastern Union Turnpike – trails
- Information on the 2020 Census and the Towns role.

COMMITTEE REPORTS:

YOUTH – Lindsay Marshall – On file in the Town Clerk's Office

PLANNING BOARD - On file in the Town Clerk's Office.

BUILDING/ZONING – On file in the Town Clerk's Office.

Fred Erickson – Planning oversight committee – On file in the Town Clerk's Office.

BOARD MEMBERS REPORTS:

PUBLIC WORKS – On file in the Town Clerk's Office.

HIGHWAY – On file in the Town Clerk's Office.

PLANNING OVERSIGHT/LINKAGE STUDY – Given by Fred Erickson

CABLE – None at this time.

PLANNING & ECONOMIC DEVELOPMENT – Steve Beebie– On file in the Town Clerk's Office.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

PHYSICAL FACILITIES – Ray Turner– On file in the Town Clerk’s Office. Read by Supervisor

INTERNAL CONTROL – Ray Turner – On file in the Town Clerk’s Office. Read by Supervisor

PARKS AND RECREATION –Ray Turner - None at this time.

BEACH – Ray Turner– None at this time.

CULTURE AND ARTS - Christine Kronau – On file in the Town Clerk’s Office.

YOUTH – Christine Kronau – On file in the Town Clerk’s Office.

SENIORS/SENIOR VAN – Steve Beebie– On file in the Town Clerk’s Office.

ART, HISTORY & CULTURE- Christine Kronau – On file in the Town Clerk’s Office.

VETERANS – Barbara Glasser. On file in the Town Clerk’s Office.

AMBULANCE/PUBLIC SAFETY – Christine Kronau - On file in the Town Clerk’s Office.

DISASTER PREPAREDNESS/EMERGENCY SERVICES- Barbara Glasser – On file in the Town Clerk’s Office.

COMMUNITY SUBSTANCE ABUSE AWARENESS – Barbara Glasser – On file in the Town Clerk’s Office.

ANIMAL CONTROL – Barbara Glasser - On file in the Town Clerk’s Office.

STREET LIGHTS –Ray Turner – On file in the Town Clerk’s Office

LIBRARY – Ray Turner- On file in the Town Clerk’s Office.

CONVENIENCE FACILITY – Ray Turner– On file in the Town Clerk’s Office.

ZONING UPDATE –Councilman Turner-On file in the Town Clerk’s Office

COMMENTS FROM RESIDENTS:

- Dan Holser
- Ed Knapp

RESOLUTION#2017-12-01

Set Meeting Date – Year End Financial Meeting

Moved By: _____

Kronau_____

Turner_____

Seconded By: _____

Glasser_____

Beebie_____

Fasoldt_____

Be it Resolved, that the Town Board will conduct, in addition to the Town Board Workshop Meeting, a Special Town Board Meeting on Wednesday, December 27, 2017 at 7:30 PM at the Sand Lake Town Hall, 8428 NY 66, Sand Lake, New York to consider any necessary year-end budgetary transfers and amendments; and,

Be it Further Resolved, that the Town Clerk is hereby directed to properly notice said meeting.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Introduction #2017-12-02

RESOLUTION# _____-17

Set Public Hearing Proposed Amendment - Local Law # 1 of 2018 – Cold War Veterans Exemption

Moved By: _____

Kronau _____

Turner _____

Seconded By: _____

Glasser _____

Beebie _____

Fasoldt _____

Be it Resolved, that the Town Board of the Town of Sand Lake will hold a Public Hearing at 7:30 pm on January 10, 2018 at the Sand Lake Town Hall regarding amending Local Law - Cold War Veterans Exemption of 2008 to extend and remove the 10-year sunset clause at the local option of the taxing jurisdiction to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to such ten-year limitation; and,

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Be it Further Resolved, that the Town Clerk is hereby directed to properly publish notice of such hearing and a summary of the proposed local law meeting the requirements prior to such hearing.

taxing jurisdiction; now, therefore, be it

RESOLVED, pursuant to subsection 2(a)(iii) of §458-b of the NYS Real Property Tax Law, the exemption authorized shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to such ten year limitation; and be it further

RESOLVED, that this local law shall take effect immediately upon its filing with the New York State Secretary of State.

A LOCAL LAW TO AMEND LOCAL LAW #1 OF 2008

COLD WAR VETERANS EXEMPTION

BE IT ENACTED, by the Sand Lake Town Board, as follows:

WHEREAS, Section 458-b of the Real Property Tax Law authorizes a limited exemption from real property taxes for residential real property owned by veterans who rendered military service to the United States during the “Cold War”; and

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

WHEREAS, Section 458-b of the Real Property Tax Law authorizes municipalities to establish maximum exemption amounts; and

WHEREAS, the Sand Lake Town Board adopted into Law on July 9, 2008 the said Exemption under RPTL 458-b as Local Law #1 of 2008; and

WHEREAS, the State Legislature has amended 458-b and the Governor signed into law on September 12, 2017 to extend and remove the 10 year sunset clause at the local option of the

Introduction #2017-12-03

RESOLUTION# _____-17

Authorization – Agreement with Mohawk and Hudson River Humane Society

Moved By: _____

Kronau _____

Turner _____

Seconded By: _____

Glasser _____

Beebie _____

Fasoldt _____

Be it Resolved, that the Town Board hereby authorizes the Supervisor, upon review of counsel, to enter into an agreement with the Mohawk and Hudson River Humane Society for the

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

purpose of obtaining shelter services for dogs, cats and other animals brought to it from the Town's Animal Control Officer.

**2018 Animal Shelter Agreement
between
Mohawk and Hudson River Humane Society
and the
Town of Sand Lake**

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this _____ day of _____, 2017, and effective January 1, 2018 to December 31, 2018 between the Town of Sand Lake in the County of Rensselaer, State of New York, hereinafter "MUNICIPALITY" and the MOHAWK AND HUDSON RIVER HUMANE SOCIETY, a domestic non-profit corporation, with its principal place of business at 3 Oakland Avenue, County of Albany and the State of New York, hereinafter "SOCIETY".

WITNESSETH

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law (hereinafter LAW), Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the SOCIETY to perform such services as required in Article 7 of the LAW for the redemption periods specified; and

WHEREAS, the SOCIETY maintains a shelter for dogs, cats and other animals brought to it from residents and/or animal control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

1.) The SOCIETY will provide and maintain a shelter for dogs seized under Section 117 of the LAW, will properly care for all dogs in its care, and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in the LAW and the rules and regulations promulgated pursuant thereto.

2.) All impoundment fees will be paid and licenses issued at the municipal clerk's office. All impoundment and license fees shall be the property of the municipality. Animals may be redeemed at the SOCIETY during normal business hours. The operating hours of the SOCIETY will be provided to the municipal clerk's office at the beginning of the year, and will be updated if changed. The SOCIETY will permit redemption by the lawful owners of seized dogs during its posted hours for redemptions, directly from the SOCIETY'S location in Menands, New York. The dog must be properly licensed and all redemption fees paid. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal ~~will~~ shall present said proof to the SOCIETY.

3.) The SOCIETY will operate an animal shelter as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of dogs and non-canine animals brought to the SOCIETY by the MUNICIPALITY and its officers. The SOCIETY agrees to provide shelter staff to aid in the entry process for municipal animals into the shelter during business hours only. Officers of the MUNICIPALITY will be given twenty-four (24) hour access, for the limited purpose of bringing animals to the SOCIETY'S incoming area. If the SOCIETY'S incoming area is full, the MUNICIPALITY officer will page the on-call shelter staff for assistance in kenneling the

MUNICIPALITY 'S animals. For any dog brought to the SOCIETY by the MUNICIPALITY under Article 7 of the LAW, the expenses and care of the dog will be the sole responsibility of the SOCIETY at the conclusion of the redemption period. The SOCIETY will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture &

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Markets, as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

- 4.) The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian before being brought to the SOCIETY for holding. Other than prophylactic care provided for in Article II, if veterinary care is required during the redemption period or during the court mandated holding period, the SOCIETY will bill the MUNICIPALITY for the cost of the service. The SOCIETY'S professional staff will determine the need for veterinary care.
- 5.) The SOCIETY'S records relative to the dispositions of any dogs seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which the Shelter offices are open to the public.
- 6.) The MUNICIPALITY will complete intake forms provided by the Society at the time the animals are brought to the Society for each animal including desired holding time, seizure reason and release date.
- 7.) The redemption period for identified dogs is seven (7) days or nine (9) days if served by mail. The MUNICIPALITY will give written notice to the Society of the date and method of notification to owners of identified dogs. The redemption period is five (5) days for dogs with no identification. The MUNICIPALITY may request in writing that a dog may be held by the SOCIETY for a period greater than the redemption period.

ARTICLE II

1) The MUNICIPALITY agrees to pay the SOCIETY for service rendered under this agreement. The following are the fees that will be charged to the MUNICIPALITY:

- Dogs seized under Article 7 or Article 26 of the LAW and brought to the SOCIETY by the MUNICIPALITY to be held for the statutory redemption period and then at the conclusion of the redemption period either made available for adoption and/or euthanized per the sole discretion of the SOCIETY: \$67 per dog per day (Base Fee). The base fee includes health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment.
- If the MUNICIPALITY requests, or per court order directs that a Dog be held for a period greater than the statutory redemption period, the MUNICIPALITY will be charged an additional \$33.00 per dog, per day, fee by the SOCIETY, after the

Commented [D1]:

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

expiration of the redemption period in addition to the above Base Fee, and such fee shall accrue until a written request is made to release the dog.

- Adoptable dogs surrendered to the MUNICIPALITY by residents, \$27.00 for the first dog; \$6.00 for each additional dog, per surrender event.
- Unadoptable dogs surrendered to the MUNICIPALITY by residents for euthanasia and cremation: \$108.00.
- Unadoptable cats surrendered to the MUNICIPALITY by residents for euthanasia and cremation: \$67
- Other domestic pet animals surrendered to the MUNICIPALITY, \$27.00 flat fee per animal. If the MUNICIPALITY requests, or per court order directs that a domestic pet animal be held, the MUNICIPALITY will be charged an additional \$16.00 per animal, per day, fee by the SOCIETY, in addition to the \$27.00 Base Fee, and such fee shall accrue until a written request is made to release the domestic pet animal.
- Deceased animals brought to MHRHS by the municipality for cremation only: \$72.00 for dogs, \$31.00 for any cat, and \$16.00 for any other small animal or small wild animal.

2) All fees due under this agreement shall be paid within 45 days of a monthly invoice being sent by the SOCIETY to the MUNICIPALITY. In the event monthly fees are not paid in full, SOCIETY may assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within ~~thirty (30)~~ Forty-Five (45) days of the due date shall constitute grounds for termination of the Agreement, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE ~~IV~~ III

1) This Agreement shall become effective on January 1, 2018 and shall continue in effect until December 31, 2018 ~~2008 unless the parties herein mutually agree to terminate the same prior to December 31, 2008. notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.~~

2) Notwithstanding the prior terms hereof, the SOCIETY by its Board of Directors reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires the SOCIETY to perform any act inconsistent with its humane principles.

3) If any term or provision of the Agreement or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this agreement

By:

Municipal Official

MUNICIPALITY

Date:

Mohawk and Hudson River Humane Society

Todd Cramer

CEO & President

Introduction #2017-12-04

RESOLUTION# _____-17

Appointment – Part-Time Assistant Building & Fire Code Inspector and Zoning Enforcement Officer

Moved By: _____

Kronau _____

Glasser _____

Seconded By: _____

Turner _____

Beebie _____

Fasoldt _____

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Whereas, the Building Department requires assistance in performing building & fire code inspections and zoning enforcement; and

Whereas, the Building Department requires coverage during the absence of the full time Building & Fire Inspector and Code Enforcement Officer, now therefore,

Be it Resolved, that the Town Board hereby appoints _____ as part-time Assistant Building & Fire Code Inspector and Zoning Enforcement Officer for up to 16 hours per week, at an hourly rate of \$20.00 to begin immediately upon the Town receiving verification of proper certification(s); and,

Be it Further Resolved, that _____ may be dispatched from the Rensselaer County Public Safety Department from time to time in the absence of the Town's full-time Building Inspector/Code Enforcement Officer on emergency situations requiring a Building & Fire Inspector/Code Enforcement Officer; and

Be it Further Resolved, that the Town Clerk will send a certified copy of this resolution to the Rensselaer County Public Safety Department naming _____ as the Town's Assistant Building & Fire Code Inspector and Zoning Enforcement Officer.

Introduction #2017-12-05

RESOLUTION# _____-17

Authorization – State and Municipal Facilities Program (SAM)

2nd Dyke Road and Culvert Project – Project ID: #9497

Moved By: _____

Kronau _____

Turner _____

Seconded By: _____

Glasser _____

Beebie _____

Fasoldt _____

Whereas, the Town of Sand Lake recognized the need for replacement of an existing culvert running beneath 2nd Dyke Road and improvements to the roadway and

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

surrounding embankment connecting the 2nd and 3rd Burden Lakes in the Town; and,

Whereas, this project requires careful planning of utilities, infrastructure and specifications by a New York State licensed professional engineer; and

Whereas, in August of 2017, the Town advanced this local road project by applying for financial assistance through the State and Municipal (SAM) Facilities Program; and,

Whereas, the Town of Sand Lake was recently notified by the Dormitory Authority of the State of New York that the Town was awarded a SAM grant related to said project; now therefore,

Be it Resolved, that the Town Board of the Town of Sand Lake hereby authorizes the Supervisor to take the necessary steps, upon review of Counsel, and complete the documentation to secure the State and Municipal Facilities Program Grant in the amount of \$129,000 for the 2nd Dyke Road and Culvert Replacement Project.

Introduction #2017-12-06

RESOLUTION# _____-17

Authorization - Sand Lake Ambulance Agreement

Moved By: _____

Kronau _____

Turner _____

Seconded By: _____

Glasser _____

Beebie _____

Fasoldt _____

WHEREAS, Sand Lake Ambulance, Inc. provides dedicated emergency and advanced life support services to the Town of Sand Lake, and

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

WHEREAS, the Town wishes to continue to provide these needed services for town residents; and,

WHEREAS, the Town has appropriated \$303,200 in the 2018 Town Budget for such services; and,

WHEREAS, the Town of Sand Lake and Sand Lake Ambulance, Inc. have reached substantial agreement on all issues; now therefore,

BE IT RESOLVED, that the Town Board authorizes the Supervisor to execute a contract for ambulance services with the Sand Lake Ambulance, Inc. for the period ending December 31, 2018 upon completion, review and approval of the Town Attorney of a final agreement.

2018 Sand Lake Ambulance AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2017 by and between the Town of Sand Lake, a municipal corporation situated in the County of Rensselaer, State of New York (hereinafter "Town"), and Sand Lake Ambulance, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Town of Sand Lake, County of Rensselaer, State of New York, (hereinafter "Ambulance").

WITNESSETH

WHEREAS, Ambulance is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and for the purpose of operating, conducting, and maintaining an ambulance service to serve the persons in the Town of Sand Lake, including the area within the Town's boundaries; and

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

WHEREAS, in order to meet the cost of providing emergency medical services, it is necessary for Ambulance to receive payments from the Town, as well as other user fees, contributions and donations; and

WHEREAS, the Town has previously contracted with Ambulance for services and both parties are desirous of continuing said contract on a yearly basis; and

WHEREAS, emergency ambulance services are vital and necessary to the health and welfare of the inhabitants of the Town, and

WHEREAS, the Board of the Town duly adopted a resolution authorizing a renewal of an Agreement with Ambulance for the provision of emergency ambulance service to and for the Town upon the Terms and provisions herein set forth.

NOW THEREFORE, the Town does hereby engage Ambulance to furnish general and emergency ambulance services to and for the Town and Ambulance hereby agrees to furnish such services in the manner following. In consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES AND ADVANCED LIFE SUPPORT FIRST RESPONDER SERVICES

- (a) Ambulance will provide Town a staffed ambulance which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical transportation need of persons within the boundaries of Town. Ambulance represents that it holds operating authority under a Certificate of Need to provide ambulance services throughout the Town of Sand Lake.
- (b) Upon rare occasion, and at the sole discretion of Ambulance, Ambulance will provide general ambulance services to residents of the Town.
- (c) Ambulance shall be required to provide basic life support services and advanced life support first responder services only to the extent permitted by New York State protocol and as limited by regional protocol or the determination of Ambulance's medical director.
- (d) Provision of equipment, services and transportation shall be to the extent reasonable and possible based upon Ambulance's available resources and personnel.
- (e) Ambulance recognizes that a substantial portion of the Town's payment under this Agreement is to enable Ambulance to hire two emergency medical technicians and/or Paramedic Services to staff an emergency medical service and advanced life support first responder service on a 24 hour basis. Consistent with Ambulance's Mutual Aid Response Policy, Ambulance may respond outside the boundaries of the Town for Mutual Aid calls only to the extent that such Mutual Aid Response Policy provides for a reciprocal level of service within the boundaries of the Town; provided, however, that nothing in this agreement obligates Ambulance to respond to any request for Mutual Aid and nothing herein authorizes or requires Ambulance to act in excess of the authority provided by its Certificate of Need, Section 122-b of the General Municipal Law or any joint agreement with any other municipality or the County of Rensselaer. As used herein, Mutual Aid shall refer to arrangements with municipal and other entities for a reciprocal level of service and no portion of any payment

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

(f) Subject to the provisions of the foregoing paragraph, Ambulance shall respond to direct calls or those referred by any emergency medical services agency and shall transport any sick or injured persons within the boundaries of the Town of Sand Lake, or otherwise under Mutual Aid needing emergency care, to an appropriate health care facility as determined by EMS personnel on the scene. This provision shall not be construed to limit or enlarge the Primary Operating Territory, as specified in the Ambulance Service Certificate or otherwise limit or enlarge operations pursuant to a Mutual Aid agreement, in response to a disaster management situation or pursuant to temporary approval by the New York State Department of Health.

(g) Ambulance agrees to provide training and continuing education of its membership, including such certification and recertification as may be required by law. Ambulance further agrees to keep in force its Ambulance Service Certificate, and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and the State Emergency Medical Service Code.

2. **TERM**

The term of this Agreement shall commence on **January 1, 2018** and shall continue until **December 31, 2018**, unless sooner terminated as herein provided. This contract shall then be renewable prior to **December 31, 2017** by mutual agreement of the parties.

3. **COMPENSATION**

Town shall pay Ambulance a Total Amount of \$303,200.00 as follows for service in the calendar year 2018:

- a) a payment of \$303,200 no later than March 31, 2018, and

4. **HOLD HARMLESS AGREEMENT FOR FAILURE TO PROVIDE SERVICES**

(a) Town recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries.

(b) In the event an action is commenced or a claim is made against Town, Town agrees to hold Ambulance harmless for Ambulance's failure to provide an ambulance, an additional ambulance, basic life support, or qualified or additional personnel to persons within Town's boundaries, so long as no ambulance or qualified personnel were available at Ambulance's facility.

(c) Should Ambulance be occupied providing emergency medical services or rescue services within or without the boundaries to the Town, Town agrees to hold Ambulance harmless for any costs, attorney's fees, awards, damages or liabilities Ambulance incurs and/or suffers as a result of failing to provide services to additional persons within the Town's boundaries.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

(d) Nothing herein requires Town to indemnify Ambulance for any negligence in providing any services.

(e) Ambulance agrees that if in the event of it being sued and subsequently the Town being brought into the action, that the Ambulance shall be responsible for any and all attorney's fees or costs of the action and shall indemnify any costs, sanctions or damages as are assessed against the Town for any damages awarded to a complainant.

5. INSURANCE

Ambulance agrees to maintain, at its own expense, liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of one million dollars (\$1,000,000.00) for each occurrence, and in the amount of two million dollars (\$2,000,000.00) in the aggregate.

Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency or ambulance vehicles for at least five hundred thousand dollars (\$500,000.00). Such policy(s) shall also insure and protect the Town against claims, actions, liabilities and damages to members of the general public or property as a result of the use or operation of any emergency or personal vehicle used to respond in performance of one's duty as a volunteer or employee of Ambulance. Ambulance shall seek to have the Town named as an additional insured in the insurance policy.

Ambulance shall present a certificate of insurance for such insurance policies to Town for review within ten (10) days from execution of this agreement. Upon notification by Town to Ambulance of any lack of compliance with this paragraph, Ambulance shall have thirty (30) days to remedy such non-compliance or to otherwise provide Town with proof of Ambulance's inability to obtain such insurance.

6. BILLING

Town recognizes that Ambulance bills patients for services and transportation it renders, pursuant to the attached fee schedule. Nothing herein shall require Ambulance to waive any co-payments or deductibles. Ambulance reserves the right to initiate legal action against any person who does not tender payment for Ambulance's services without interference from Town.

7. FINANCIAL REPORTING

Ambulance shall submit to the Town Supervisor, quarterly, a summary of revenues, expenses and budgeted amounts by the 15th day after the quarter ends.

Ambulance shall submit to the Town Supervisor by September 20 of each year its financial statements for the previous calendar year, prepared in accordance with Generally Accepted Accounting Principles and reviewed by an independent Certified Public Accountant, together

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

with an estimate of the following year's revenues and expenses and proposed fees and a request for the amounts of compensation to be provided in Section 3 of this Agreement.

8. **NO EMPLOYMENT**

Ambulance's employees shall not be deemed employees of the Town.

Nothing herein creates an employment relationship which subjects Ambulance or its employees to the supervision and control of the Town nor creates municipal liability on behalf of the Town.

It is hereby mutually covenanted and agreed that the relation of Ambulance to the Town of Sand Lake under this agreement shall be that of an independent contractor. Town assumes no responsibility or liability for any damages to the vehicles, apparatus, equipment, supplies or persons of Ambulance for any injuries or damage caused by any act or omission of the volunteers or employees of Ambulance.

9. **CONFIDENTIALITY**

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. The Town will not require Ambulance to release any patient's medical information without a proper judicial subpoena as required by New York State Law.

10. **CONTINUATION OF SERVICES**

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this agreement shall continue on a year to year basis as set forth in this Agreement unless and until the parties enter into a subsequent written Agreement. Town must notify Ambulance of its intention to renew the Agreement at least thirty (30) days before the expiration of the Agreement, and must do so in writing. Ambulance must provide notice of acceptance to Town within twenty (20) days of receiving written notice from the Town. Ambulance's response may include an amendment of terms.

Should any term be changed other than the date or length of the Agreement, Ambulance's response shall be deemed a counter-offer and not an agreement to continue service. Should negotiations be on-going, the parties shall continue to provide service for a "reasonable time to continue negotiations in good faith, even if such time is beyond the Agreement's expiration date.

Should Town desire to cancel the Agreement, Town must provide Ambulance written notice at least thirty (30) days before the expiration of the Agreement. The town is under no obligation to renew the term of said contract with Ambulance. If the Ambulance wishes to terminate the agreement they shall also provide written notice at least thirty (30) days prior to the expiration of the agreement to the Town Supervisor with a copy to the Town Attorney.

11. **EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

Upon expiration or termination of this Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Town's boundaries. Town agrees to defend, indemnify and hold Ambulance harmless for any claim arising from Ambulance's failure to provide any services to any person within the Town's boundaries after this Agreement expires or terminates.

Upon termination of this agreement prior to the expiration of its term, the parties shall determine the amounts owed for the period during which the Agreement was in force and shall pay any unearned or unpaid amounts by apportioning the Flat Fee based upon the number of days which have elapsed in a 365-day year prior to termination of service. Ambulance shall pay to Town any surplus of user fees received or to be received by reason of services provided prior to the termination date which exceed the Revenue from User Fees as likewise apportioned.

12. GROUNDS FOR TERMINATION

This Agreement shall be terminated prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the passage of 90 days after receipt of written notice that either of the parties does not desire to continue the contract;
- (b) upon the Town's failure to deliver monies due Ambulance under this Agreement within seven days after receipt of written notice from Ambulance that Town has failed to make payment by the date due;
- (c) upon Ambulance's failure within seven days after receipt of written notice from Town that Ambulance has failed to provide financial statements on a quarterly basis or as duly requested by Town;
- (d) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need, the loss of operating permits or licenses, or the cessation of its corporate existence;

13. NOTICES

All notices, requests, demands and other communications require or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

14. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

15. **WAIVER**

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any genders and the words “hereof” and “herein” and “hereafter” shall refer to the entire Agreement and not to any provision or sections.

16. **HEADINGS**

All headings and captions on this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

17. **FURTHER ASSURANCES**

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

18. **BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Rensselaer in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

20. **NO ASSIGNMENTS**

In accordance with the provisions of section 109 of the General Municipal Law, Ambulance is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town of Sand Lake.

21. **GENDER NEUTRALITY**

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or sections.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Sand Lake
By:

Sand Lake Ambulance, Inc.
By:

Flora Fasoldt, Supervisor

Authorized Representative

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Appendix A

Included in such approved fees are the amounts established by government programs, including but not limited to Medicare and Medicaid.

BLS \$750.00

ALS 1 \$1,000

ALS 2 \$1,200

Mileage Rate \$18/mile

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Introduction #2017-12-07
RESOLUTION# _____-17
Budget Transfers/Amendments

Moved By: _____ **Kronau** _____
Turner _____
Seconded By: _____ **Glasser** _____
Beebie _____
Fasoldt _____

Be It Resolved the following transfers are made to the 2017 Budget:

<u>From</u>	<u>To</u>	<u>Amount</u>
A1010.4 Town Board Contractual	A 1410.4 Town Clerk Contractual	\$ 890.91
A 1355.4 Assessor Contractual	A 1670.4 Central Print and Mail Contractual	\$ 1,000.00
A 1355.4 Assessor Contractual	A 1680.2 Data Processing Equipment	\$ 1,000.00
A 1355.4 Assessor Contractual	A 5132.4 Town Garage Contractual	\$ 1,200.00
A 1620.1 Buildings Personal	A 1620.4 Buildings Contractual	\$ 3,000.00
A 1990.4 Contingency Contractual	A 1650.2 Central Communications System Equipment	\$ 5,000.00
A 1990.4 Contingency Contractual	A 4540.4 Ambulance Contractual	\$ 5,000.00

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

A 1990.4 Contingency Contractual	A 7620.4 Adult Recreation Contractual	\$ 1,000.00
A 7140.1 Playground & Recreation Contractual	A 1460.4 Records Management Contractual	\$ 1,000.00
A 7150.1 Special Recreation Facility Personal	A 8160.1 Refuse & Garbage Personal	\$ 1,000.00
A 1440.4 Engineer Contractual	A 1420.4 Attorney Contractual	\$ 900.00
DA 5142.1000 Snow Removal Personal	DA 5110.1000 General Repairs Personal	\$ 60,000.00
DA 5142.1100 Snow Removal Overtime	DA 5142.1000 Snow Removal Personal	\$ 12,000.00

Budget Amendment

Increase appropriation A 1420.4 Attorney Contractual in the amount of \$ 20,336.50
By appropriating General ledger account A888 Board Designated Professional Services
in the amount of \$ 20,336.50 for litigation –

- Troy Sand & Gravel Co., Inc., et al. v. Town of Sand Lake, et al.
- William H. Hoffay, et al. v. Town of Sand Lake, et al.
- Rifenburg Construction, Inc. v. Town of Sand Lake et al.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

Introduction #2017-12-08

RESOLUTION#_____ -17

Approval – Sand Lake Ambulance to Establish a Designated Account for Automatic Stretchers

Moved By: _____

Kronau _____

Turner _____

Seconded By: _____

Glasser _____

Beebie _____

Fasoldt _____

Be it Resolved, that upon the formal acceptance of the 2018 Sand Lake Ambulance Agreement with the Town of Sand Lake, the Town Board will authorize payment in the amount of \$5,000 to the Sand Lake Ambulance from the 2017 Town Budget for the purpose of Sand Lake Ambulance establishing a Designated Account to plan for the future purchase of automatic stretchers.

TOWN OF SAND LAKE TOWN BOARD MEETING
DECEMBER 13, 2017

