

Agenda

April 1st 2019

Town of Arietta

- Call to Order
- Roll Call
- Motion to approve minutes for the March 4th meeting
- Open bids
- Resolutions
 - 19-04-15 ALS Fly Car Service
 - Working on resolution to get engineer on board for Highway design
- **Committee appointments**
 - Town Buildings and Ground - Knapp
 - Snowmobile Trails - Knapp & Grier
 - Internal Management / Insurance - Grier
 - Recreation, Website & Chamber – C. Wilt
 - Finance / Airport – R. Wilt
 - Lake / Dam / Invasive/campsites - Rudes
 - Highway - Small
- **New Business**

- **Old Business**
 - Planning Board discussion on Septic and land use
 - Lot use density
- Motion to accept the bills
- Motion to accept the financial statement's
- Public Comment
- Designation of next regular Meeting May 6th
- **Motion to adjourn**

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 in the Town of Arietta, Hamilton County, New York on:

April 1, 2019 at 5:00pm

Resolution # 19-04-15

Subject: Approval of Contract between the Towns of Arietta, Lake Pleasant and Wells and Greater Amsterdam Volunteer Ambulance Corps. Inc. for ALS Fly Car Service in the Towns of Arietta, Lake Pleasant and Wells

Resolution Offered By: _____

WHEREAS: The Town of Arietta is in need of emergency medical and ambulance services including prehospital emergency treatment and Advanced Life Support ("ALS") fly car services for its residents and non-residents for medical emergencies occurring in the Town, and

WHEREAS: Pursuant to General Municipal Law 122-b the Town may provide for such services, and

WHEREAS: The Town desires to enter into a contract with the Town of Lake Pleasant and the Town of Wells and the Greater Amsterdam Volunteer Ambulance Corps., Inc. for ALS Fly Car Service in the Towns of Arietta, Lake Pleasant and Wells.

THEREFORE, IT IS RESOLVED: the Town Board of the Town of Arietta hereby approves the "Agreement Between Towns of Arietta, Lake Pleasant and Wells and Greater Amsterdam Volunteer Ambulance Corps., Inc. for ALS Fly Car Service in the Towns of Arietta, Lake Pleasant and Wells" dated as of the first day of April, 2019 (a copy of which is annexed hereto).

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:

Jacquelyn Grier _____
Sarah Rudes _____
Michael Knapp _____
Christy Wilt _____
Richard Wilt _____

NOES:

Jacquelyn Grier _____
Sarah Rudes _____
Michael Knapp _____
Christy Wilt _____
Richard Wilt _____

_____, Town Clerk Date _____ 2019

AGREEMENT BETWEEN
TOWNS OF ARIETTA, LAKE PLEASANT AND WELLS
AND
GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS., INC.
FOR ALS FLY CAR SERVICE
IN THE
TOWNS OF ARIETTA, LAKE PLEASANT AND WELLS

THIS AGREEMENT, as of the first day of April, 2019, between the **TOWN BOARD OF THE TOWN OF ARIETTA** a municipal corporation with its offices located at 1722 State Route 8, Piseco, N.Y. 12139, the **TOWN BOARD OF THE TOWN OF LAKE PLEASANT** a municipal corporation with its offices located at 2679 State Route 8, Lake Pleasant, NY 12108 and the **TOWN BOARD OF THE TOWN OF WELLS** a municipal corporation with its offices located at 1438 State Rte. 30, Wells, NY 12190 (hereinafter collectively "TOWNS") and the **GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS., INC.** (hereinafter "GAVAC"), a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business located at 24 Gardner Place, Amsterdam, New York 12010;

WITNESSETH:

WHEREAS, GAVAC is an organization that operates an emergency medical and ambulance service and as part of such organization has sufficient trained and experienced personnel for the operation, maintenance and repair of such emergency medical service or ambulance vehicles and for the furnishing of prehospital emergency treatment and has the ability and resources to supply, staff and equip emergency medical service or ambulance vehicles including an Advanced Life Support ("ALS") fly car service suitable for such purposes and operate such vehicles for the furnishing of prehospital emergency treatment and ALS Fly Car services; and

WHEREAS, the TOWNS may jointly, pursuant to General Municipal Law 122-b, provide for emergency medical services or a general ambulance service for the purpose of providing prehospital emergency medical treatment or transporting sick or injured persons found within the boundaries of the TOWNS to a hospital, clinic, sanatorium or other place for treatment of such illness or injury, and for that purpose may contract with one or more individuals, municipal corporations, associations, or other organizations, having sufficient trained and experienced personnel, for operation, maintenance and repair of such emergency medical service or ambulance vehicles and for the furnishing of prehospital emergency treatment and may contract with one or more individuals, municipal corporations, associations, or other organizations to supply, staff and equip emergency medical service or ambulance vehicles suitable for such purposes and operate such vehicles for the furnishing of prehospital emergency treatment; and

WHEREAS, on the basis of the foregoing, the TOWNS desire to engage GAVAC to provide ALS fly car service within the TOWNS.

NOW THEREFORE, in consideration of the mutual promises recited herein and other good and valuable consideration stated herein the TOWNS do hereby contract with GAVAC to furnish ALS fly car service to and within such TOWNS, and GAVAC agrees to furnish such ALS fly car service, subject to the following provisions:

1. TERM:

a. This AGREEMENT shall be initially effective from the later of April 1, 2019 or the issuance of an ambulance service certificate to GAVAC by the NYS Department of Health, through and including December 31, 2019.

b. This AGREEMENT shall be automatically renewed for five (5) additional, one-year terms of January 1 to December 31 in each of the years 2020, 2021, 2022, 2023 and

2024 unless either party notifies the other in writing prior to November 1 of the preceding year that it elects to terminate this AGREEMENT.

2. CONSIDERATION:

a. For the services hereunder, the TOWNS shall pay a base fee to GAVAC in the annual sum of \$161,018 ("Base Fee"), which sum shall be prorated for 2019 to \$120,763.50 or such lesser amount prorated pending the Paragraph (1)(a) date of ambulance service certificate issuance. The TOWNS shall equally share the expense of such fee, but shall remain jointly and severally liable for the payment of such to GAVAC under this AGREEMENT.

b. In addition to such fee, GAVAC shall retain all revenue recovery obtained by GAVAC, which shall be considered as partial compensation paid for by TOWNS for such ALS fly car service.

c. The consideration to be paid by TOWNS to GAVAC for years after 2019 shall be re-calculated annually in the preceding October by subtracting from the Base Fee the revenues received by GAVAC in the preceding 12 months (measuring backward from September 30 to the prior October 1) pursuant to Paragraphs 5 hereof, less the billing expense of \$25 per PCR.¹

d. Such fees due GAVAC under this AGREEMENT from TOWNS shall be paid by the TOWNS to GAVAC quarterly and shall be due and payable in advance on April 1, July 1, October 1 and January 1. No invoicing, voucher or other documentation shall be required for payment hereunder.

3. GAVAC'S OBLIGATIONS:

a. GAVAC will provide Advanced Life Support (ALS) fly car service to residents of the TOWNS and to non-residents for medical emergencies occurring in the TOWNS.

¹ For example, the consideration to be paid for 2021 will be calculated in October 2020 by subtracting the third-party billing revenues received by GAVAC for the period October 1, 2020 - September 30, 2019 less \$25 per PCR processed by GAVAC, from the Base Fee to determine the consideration to be paid by the TOWNS for 2021.

GAVAC will conduct and commence its operations under the authority conferred upon GAVAC by means of an Operating Certificate obtained from the New York State Department of Health pursuant to Article 30 of the Public Health Law. GAVAC will be solely responsible for supplying, maintaining, and equipping its personnel and fly car vehicle and for providing sufficient and properly trained personnel for the provision of such ALS fly car service and shall comply with the lawful mandates of the State of New York Department of Health and the Regional Emergency Medical Organization for the operation of such ALS fly car service.

b. As the agency engaged by the TOWNS to provide ALS fly car service within the TOWNS, pursuant to the provisions of General Municipal Law 122-b, GAVAC has and will maintain at all times under this AGREEMENT all licenses, permits certifications and other required qualifications for delivery of such ALS fly car services, including without limitation, authorizations for the use and storage of all narcotics required and authorized for an ALS fly car service and shall obtain and maintain all legal and regulatory records, training, facilities, controls and otherwise for the use and storage of such narcotics as may be required by federal, state and regional authorities as the agency contracted by the TOWNS for ALS fly car services.

c. GAVAC will seek revenue recovery from persons utilizing the ALS fly car service through patient billing and revenue recovery procedures in general practice within the industry and as more fully set forth in Paragraph 5 and otherwise.

4. TOWNS' OBLIGATIONS:

a. To the fullest extent permitted by law, TOWNS assign and delegate to GAVAC the authority and responsibility necessary to provide ALS fly car services pursuant to General Municipal Law §122-b.

b. The TOWNS will enact such lawful resolutions as necessary to effect the intent and purposes of this AGREEMENT.

c. The TOWNS will set rates for ALS fly car service within the TOWNS pursuant to GAVAC'S recommendations and hereby establishes the rates as set forth in Schedule A hereto.

d. The TOWNS will provide emergency call answering and ambulance dispatching through the Hamilton County 911 Center. TOWNS will direct that all calls for all ALS fly car originating in the TOWNS be dispatched to GAVAC and to such other fire or ambulances service based emergency medical services providers as existing or revised dispatch protocols dictate.

e. For the duration of this AGREEMENT, TOWNS authorize GAVAC to pursue the collection of fees and charges (hereinafter "revenue recovery") from the users of the services provided pursuant to this AGREEMENT, as well as from such users' insurers, guarantors, and legally responsible representatives.

f. Upon the recommendation of GAVAC as to amount and rate of fees and charges that are usual and customary for the services provided, TOWNS will adopt a schedule of fees and charges pursuant to General Municipal Law §122-b(2). Such schedule of fees and charges may be amended from time to time as warranted and as authorized by the TOWNS. Such schedule of fees and charges is annexed hereto and made a part hereof as Schedule A, provided however, that any future diminution or reduction in fees shall be sufficient basis for GAVAC to cancel this AGREEMENT immediately upon implementation of such reduced or diminished fees.

g. Pursuant to the express terms of this AGREEMENT and to the fullest extent permitted by law, TOWNS delegate and assign to GAVAC all of TOWNS' authority, rights, and responsibilities to pursue and obtain revenue recovery from those persons and entities lawfully responsible for the payment of charges for ambulance and emergency medical services (including BLS and ALS related charges of every sort), provided in TOWNS, as and for the

compensation to GAVAC under this AGREEMENT generally and as specifically referenced previously in Paragraph 2(b) hereof.

5. REVENUE RECOVERY:

a. Unless otherwise provided by law or otherwise, GAVAC as the contracted ALS fly car agency will bill patients, their insurers (including private insurers, Medicare and Medicaid) and guarantors at the usual and customary rates as recommended by GAVAC and as approved by the TOWNS for the provision of ALR fly car services.

b. In the event that an ambulance service other than GAVAC transports any patient for which GAVAC has provided ALS fly car services, GAVAC shall issue the only bill for services, which may include charges for ambulance services and transport of such patient, subject to a written agreement between GAVAC and the other agency, and as otherwise provided for by law. The expenses incurred for pursuing revenue recovery shall be borne by GAVAC and GAVAC may contract with a vendor(s) to supply revenue recovery services.

c. Pursuant to General Municipal Law § 122-b(2), the fees and charges set forth in Schedule A will be the applicable rates and charges for all services that will be billed for purposes of revenue recovery, whether for ALS fly car services or ambulance service or emergency medical services provided within the TOWNS.

d. The expenses incurred for pursuing revenue recovery shall be borne by GAVAC with a billing vendor(s) selected solely by GAVAC (whether GAVAC or other service provider) to supply revenue recovery services. All proceeds received from revenue recovery will be deemed to be the consideration pursuant to this AGREEMENT due and owing to GAVAC by TOWNS. Such proceeds may be remitted directly to GAVAC by the billing vendor with appropriate documentation and accounting as provided for herein and pursuant to the ancillary agreement between the billing vendor, if any, and GAVAC.

e. In the event that GAVAC retains and utilizes the services of a competent ambulance billing vendor to pursue revenue recovery as provided for under this AGREEMENT, whether itself or another agency, all expenses incurred for billing vendor services will be properly chargeable to GAVAC. The scope of services to be provided by such billing vendor together with fees and charges for the provision of such services will be set forth in an ancillary agreement between GAVAC and the billing vendor, if any. To the extent required by law, TOWNS will be deemed to be either a party or beneficiary of such ancillary billing vendor agreement, as the case may be, with the understanding that GAVAC has been assigned, delegated, and is vested with the full rights and authority of TOWNS to pursue revenue recovery. Said ancillary agreement with the billing vendor may provide that fees and charges incurred for billing vendor services may be deducted from the proceeds of revenue recovery. For the purposes of this AGREEMENT the parties agree to ascribe the sum of \$25 per Prehospital Care Report ("PCR") as and for GAVAC's billing expense. All revenue collected by the ambulance billing vendor will be deposited in a federally insured bank account pending transmittal to GAVAC. Pursuant to the terms of the ancillary billing vendor agreement, GAVAC and billing vendor will implement procedures and policies for the administration, transmittal, and disbursement of revenue recovery funds. All efforts initiated (including notices, invoices, statements, etc.) at revenue recovery and all funds received by billing vendor through revenue recovery for GAVAC services provided in the TOWNS shall be kept discrete and readily identifiable as generated by services provided by GAVAC.

f. To the extent TOWNS may reasonably request additional reporting, accounting, or documentation of revenue recovery efforts for services provided in the TOWNS, GAVAC agrees to provide, where GAVAC is the service bureau or GAVAC secures such additional information from billing vendor in a timely fashion and provide same to TOWNS.

6. INDEMNITY: To the fullest extent permitted by law, GAVAC will defend, indemnify and hold harmless the TOWNS in any claim for personal injuries, damages, or administrative enforcement arising out of GAVAC's operations, actions, or obligations under the AGREEMENT. To the fullest extent permitted by law, the TOWNS will indemnify and hold harmless GAVAC in any claim for personal injuries, damages, or administrative enforcement arising out of the TOWNS' operations, actions, or obligations under this AGREEMENT.

7. INSURANCE: GAVAC shall procure and maintain general liability insurance including EMS practitioner's liability coverage with limits of liability of no less than \$1 million dollars primary coverage per occurrence and \$3 million dollars excess/umbrella, and shall name the TOWNS as additional insureds on a primary basis under such policy(ies) for any claims arising out of the operations, actions, or obligations of GAVAC in providing ALS fly car services. GAVAC will provide commercial or business vehicle coverage on all vehicles with minimum limits of \$1 million dollars primary coverage, \$3 million dollars excess umbrella. GAVAC will provide a certificate(s) of insurance to the TOWNS evidencing the existence of the procured coverages and the additional insurance endorsements required herein.

8. AUDIT AND FINANCIAL CONTROL: GAVAC recognizes that the TOWNS have a fiduciary responsibility to monitor the financial reporting and transactions associated with the provision of ambulance and ALS fly car services and given the requirements of the New York State Comptroller's Office that impose oversight obligations on insurance revenue recovery programs.

a. On a quarterly basis GAVAC will provide the TOWNS with the following:

(i) access to reports prepared by GAVAC or its billing vendor evidencing the number of calls generating bills, the amounts billed, revenue received, accounts deemed uncollectible, and such other non-privileged information as the parties may agree.

(ii) Nothing in the reports and documentation required herein to be provided to the TOWNS shall require GAVAC to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

b. On an annual basis, GAVAC will have an audit of its financial statements performed by a certified public accountant and a copy of such audit, including the management letter, shall be provided to the TOWNS.

Donations made to GAVAC shall not be considered revenue for purposes of this paragraph.

9. SEVERABILITY: To the extent permitted by law, if any provision of this AGREEMENT is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

10. VENDOR STATUS: GAVAC is a contract vendor to the TOWNS. GAVAC is neither an agent nor a department of the TOWNS. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

11. CONTINUITY AND EFFECTIVE DATE OF AMENDMENTS: It is the intent of the parties that all terms and conditions set forth in this AGREEMENT shall continue and be deemed uninterrupted and such new or amended terms as included herein shall be given retro-active effect to the date of original agreement unless expressly stated otherwise.

12. MODIFICATION AND ASSIGNMENT: This AGREEMENT may be modified in writing upon the consent of all parties. Pursuant to General Municipal Law §109, this contract may not be assigned or transferred by GAVAC without the prior written consent of TOWNS.

[EXECUTION PAGE FOLLOWS]

TOWN OF ARIETTA

By: _____
Richard A. Wilt, Town Supervisor

TOWN OF LAKE PLEASANT

By: _____
Daniel Wilt, Town Supervisor

TOWN OF WELLS

By: _____
Don Beach, Town Supervisor

GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS., INC.

By: _____
Timothy Shoen, M. D., President

SCHEDULE A

RATE SCHEDULE

The following shall be the maximum rates chargeable during the term of this Agreement and shall be modified only on the further written agreement of the parties:

1. \$700 BLS
2. \$875 ALS
3. \$875 ALS Fly Car Service
4. \$20 per loaded mile
5. \$300 Treated and released

EXHIBIT B
Airfield Lighting Rehabilitation
Re-Design and Re-Bidding

Town of Arietta
Piseco Airport

March 2019



FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR	\$6,678.46	
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	\$11,687.31	
3. SUBTOTAL OF ITEMS 1 & 2	\$18,365.77	
4. FIXED FEE / PROFIT	\$2,754.87	
5. DIRECT EXPENSES	\$300.00	
6. SUBCONSULTANT COSTS		
7. SUBCONTRACT COSTS - (ESTIMATE)		
8. OVERTIME PREMIUM		
9. TOTAL FEE ESTIMATE	\$21,420.64	

10. TOTAL FEE FOR ALL SERVICES

\$21,421

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

EXHIBIT A

SCOPE OF SERVICES

FOR
TOWN OF ARIETTA
PISECO AIRPORT

ENGINEERING DESIGN SERVICES
FOR THE

AIRFIELD LIGHTING REHABILITATION – RE-DESIGN AND RE-BIDDING

PROJECT DESCRIPTION

This project consists of re-design and bidding phase services work associated with the replacement of the existing runway edge lighting systems at the Piseco Airport. This project was previously designed and bid with low voltage alternating current lights; however, the construction contract was not awarded. The decision has been made to convert the system to a direct current system with a Constant Current Regulator (CCR). This project will involve the re-design associated with converting the previously designed system to direct current with a CCR as well as re-bidding the project.

SCOPE OF WORK

The CONSULTANT (McFARLAND-JOHNSON, INC.) shall provide the following professional services under this contract as related to the above described project including final design, specifications, assistance in bidding, and opinion of probable construction cost.

The project will be completed by the SPONSOR (TOWN OF ARIETTA), with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and New York State Department of Transportation (NYSDOT) at funding levels of 90% FAA, 5% NYSDOT and 5% SPONSOR. It is anticipated that the SPONSOR will under take the re-design and re-bidding of this project under a contract with the CONSULTANT in the Spring of 2019, and that the SPONSOR will be reimbursed through a grant from the FAA in the summer of 2019.

1. ADMINISTRATION/PROJECT MANAGEMENT

The following items of work shall be accomplished on behalf of the SPONSOR under the category of Administration/Project Management:

- A. Telephone Conference (1) with the Federal Aviation Administration to review their programming and design standards and funds available for this project.
- B. The preparation of data for use by the Federal Aviation Administration in the funding of the project through the Airport Improvement Program.

- C. Coordination and liaison efforts between the SPONSOR and the grantor agencies, general correspondence, preparation of special reports necessary for the project development.
- D. Grant Administration (Design Phase Only)

A grant administrator will be assigned to the project to:

- Assist the SPONSOR with reimbursement requests to the funding agencies and direct deposit, if necessary.

2. FINAL DESIGN

- A. Prepare load calculations for a new Constant Current Regulator (CCR). Determine proper cable and conduit sizing for the 5kv circuits serving the: edge lighting; REIL's; Threshold lights; and wind cone. Determine / design a space within the existing SRE/terminal building to locate the CCR.
- B. Finalize and submit to the FAA a construction phasing and safety plan and program that provides the necessary phasing of construction.
- C. Prepare final quantity take-offs from the various design documents, by type of material and FAA or other specification identifier. Separately, a unit cost will be developed for each material to be used on the project. The unit costs will be compiled from other recent projects at the airport, other airports in the area, and other reliable sources. An estimated project cost will be generated and compared with the available budget for the project. Should any discrepancy occur, the budget will be modified in consultation with the SPONSOR's representative and NYSDOT/FAA or the project modified to result in a project within the available budget.
- D. Prepare a complete set of construction drawings to be used for bidding and construction. These plans will computer generated, 22" by 34" drawings. The bid set drawings will be stamped and signed by an engineer registered to practice in the State of New York. The anticipated information includes:
 - Cover Sheet
 - General Notes and Quantities
 - Horizontal and Vertical Control Plan
 - Construction Phasing and Safety Plan
 - Erosion and Sedimentation Control Details
 - Electrical Layout Plans (6)
 - Airfield Circuit Plans (6)
 - Typical Details (6)
- E. Prepare a set of specifications for use in bidding and construction of the project. The FAA standard specifications will be used when possible and will be supplemented with State specifications. When special specifications are required, they will be prepared in

the same format as the FAA specifications, and will be assigned an identifier that distinguishes them from the FAA specifications.

- F. Attend a project meeting with the SPONSOR's representatives, airport personnel, and tenants to discuss final construction drawings.
- G. Finalize information obtained in the final design meeting and produce 100 percent plans and specifications for submission to the SPONSOR for their review and comments.
- H. Incorporate comments received from the Sponsor into the final contract plans and specifications and distribute these items to the Sponsor, the FAA, and the NYSDOT (as-advertised set).
- I. Submit a design report prepared in accordance with the New York Airports District Office Sponsor's Guide including a detailed Engineer's Opinion of Probable Construction Costs to the Sponsor, the FAA, and NYSDOT.

3. BIDDING AND AWARD ASSISTANCE

- A. Prepare a bid package to reflect the specific requirements of the FAA, State, and the SPONSOR. This will include the Notice to Bidders, the standard contract form, the bidding forms, contractor assurances and questionnaire, the standard provisions and conditions, and the specifications. The bidding booklet and construction plans will be made available on the CONSULTANT's web-based bidding portal.
- B. Attend a Pre-Bid meeting at the airport to review the bid plans and specifications with prospective bidders. Compile any questions regarding the documents and issue any addenda required.
- C. Prepare and compile bid results, contact the selected contractor, draft award letters and arrange for start-up dates and requirements preliminary to the start of construction. The CONSULTANT will also assist the SPONSOR in reviewing and forwarding contracts for execution by the selected construction contractor.

Design Assumptions

It is assumed that there is sufficient space within the existing SRE / terminal building to safely house the CCR.

The estimated construction budget based upon the Airport Capital Improvement Plan is \$800,000.

NOTE: This contract provides services only through the bidding and award process. A separate contract will be executed for the construction phase. The latter contract will be developed based upon the Construction Project Awarded.

PROPOSED SCHEDULE OF COMPLETION

The CONSULTANT agrees to complete the work under this phase of the Agreement in a manner satisfactory to the SPONSOR within 6 months after receiving an executed copy of this contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

DRAFT