

December 27, 2022  
Town of Albion Year End Meeting

Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Exit Message
4. FYI: Remind residents to sign attendance sheet
5. Roll Call
6. Public Comment
7. Motion to approve agenda
8. Resolution to approve the vouchers
9. Resolution to approve line-item transfers as submitted by EFPR Solutions
10. Resolution to rescind previous resolution approving ambulance contract
11. Resolution to approve contract with Monroe Ambulance
12. Resolution – Intent Lead Agency – SEQR – 14520 East Lee Rd – Henry Haines
13. Resolution – Public hearing – Rezoning 14520 East Lee Rd – Henry Haines
14. Resolution – Intent Lead Agency – SEQR – 14530 East Lee Rd - LandPro
15. Resolution – Public hearing – Rezoning 14530 East Lee Rd - LandPro
16. FYI – Organizational meeting on January 3, 2023 at 5:00 pm.
17. FYI – Regular meeting January 9, 2023 at 5:00 pm.
18. Executive Session

27-Dec-22

Albion Town Board Year End Meeting

Please sign in:

1. _____	28. _____
2. _____	29. _____
3. _____	30. _____
4. _____	31. _____
5. _____	32. _____
6. _____	33. _____
7. _____	34. _____
8. _____	35. _____
9. _____	36. _____
10. _____	37. _____
11. _____	38. _____
12. _____	39. _____
13. _____	40. _____
14. _____	41. _____
15. _____	42. _____
16. _____	43. _____
17. _____	44. _____
18. _____	45. _____
19. _____	46. _____
20. _____	47. _____
21. _____	48. _____
22. _____	49. _____
23. _____	50. _____
24. _____	51. _____
25. _____	52. _____
26. _____	53. _____
27. _____	54. _____

December 27, 2022

Albion Town Board regular meeting held in the Town hall, 3665 Clarendon Rd.

Meeting called to order at 5:00 pm.

Pledge of Allegiance was said and the exit message was given.

Present were Councilperson Darlene Benton, Councilperson Sandra Bensley, Supervisor Richard Remley and Councilperson Terry Wilbert and Councilperson Arnold Allen.

Supervisor Richard Remley: I need a motion to approve the agenda.

**Motion was made by Councilperson Terry Wilbert and was seconded by Councilperson Darlene Benton approving the agenda with the addition of the fuel farm contract with Orleans County DPW and deletion of executive session Motion carried by the following vote:**

<b>Councilperson Darlene Benton, aye</b>	<b>Councilperson Sandra Bensley, aye</b>
<b>Supervisor Richard Remley, aye</b>	<b>Councilperson Terry Wilbert, aye</b>
<b>Councilperson Arnold Allen, aye</b>	

Supervisor Richard Remley: I need a resolution rescinding the ambulance contract.

**RESOLUTION #99      APPROVING RESCINDING AMBULANCE SERVICE CONTRACT**

**WHEREAS, by Resolution on October 3, 2022 the Albion Town Board did conditionally approve a contract for ambulance services with Monroe Medi-Trans, Co. d/b/a Monroe Ambulance (hereinafter referred to as Monroe), and**

**WHEREAS, the aforesaid conditional approval related to similar approvals by the municipalities of Barre, Gaines, Carlton, Murray, Kendall and Clarendon, and**

**WHEREAS, the municipalities of Gaines and Carlton have not yet acted upon this matter, and**

**WHEREAS, the municipality of Kendall has not approved this contract and has otherwise opted out, and**

**WHEREAS, based upon the foregoing the Albion Town Board is now desirous of rescinding the October 3, 2022 conditional approval as identified hereinabove.**

**NOW THEREFORE BE IT RESOLVED:**

**Section 1.      The Albion Town Board does hereby revoke, rescind and vacate the October 3, 2022 Resolution passed to conditionally approve a contract with Monroe Ambulance.**

**Section 2.      This Resolution shall take effect immediately.**

**Motion was made by Councilperson Terry Wilbert and was seconded by Councilperson Darlene Benton authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:**

<b>Councilperson Darlene Benton, aye</b>	<b>Councilperson Sandra Bensley, aye</b>
<b>Supervisor Richard Remley, aye</b>	<b>Councilperson Terry Wilbert, aye</b>
<b>Councilperson Arnold Allen, aye</b>	

Supervisor Richard Remley: I need a resolution approve the ambulance contract as amended.

**RESOLUTION #100      CONDITIONAL APPROVAL OF CONTRACT FOR AMBULANCE SERVICES**

**WHEREAS, the municipalities of Albion, Barre, Gaines, Carlton, Murray and Clarendon are all in need of ambulance services, and**

**WHEREAS, the aforesaid municipalities have engaged in negotiations and dialogue with Monroe Medi-Trans, Co. d/b/a Monroe Ambulance (hereinafter referred to as Monroe) resulting in a proposed written contract/agreement, and**

WHEREAS, the Town of Albion believes that the best interests of the health, safety and welfare of Albion Town residents would be best served by entering into the proposed contract/agreement, and

WHEREAS, the proposed contract/agreement is a Type II action not subject to review under the state Environmental Quality Review Act, 6 NYCRR §617.5(c)(42).

NOW THEREFORE BE IT RESOLVED:

**Section 1.** The Albion Town Board does hereby approve the contract/ agreement with Monroe Ambulance.

**Section 2.** The Albion Town Board does authorize Albion Town Supervisor F. Richard Remley to execute the proposed contract/agreement.

**Section 3.** The above-described authorization and approval is conditioned upon similar authorization and approval by all municipalities listed hereinabove as well as Monroe Ambulance.

**Section 4.** This Resolution shall take effect immediately.

Motion was made by Councilperson Terry Wilbert and was seconded by Councilperson Darlene Benton authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye

Councilperson Sandra Bensley, aye

Supervisor Richard Remley, aye

Councilperson Terry Wilbert, aye

Councilperson Arnold Allen, aye

Supervisor Richard Remley: I need a resolution to pay the vouchers.

**Resolution #101 Payment of Claims**

Whereas, the following are against the Town:

General, Highway, Water & Sewer 521 – 531 \$76,909.59

Motion was made by Councilperson Arnold Allen and was seconded by Councilperson Darlene Benton authorizing the payment of the above listed claims. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye

Councilperson Sandra Bensley, absent

Supervisor Richard Remley, aye

Councilperson Terry Wilbert, aye

Councilperson Arnold Allen, absent

Supervisor Richard Remley: I need a resolution for the fuel contract with the County.

**Resolution #102 Fuel Contact with Orleans County DPW**

The contract in its entirety with and made a part of these minutes.

Motion was made by Councilperson Sandra Bensley and was seconded by Councilperson Arnold Allen authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye

Councilperson Sandra Bensley, aye

Supervisor Richard Remley, aye

Councilperson Terry Wilbert, aye

Councilperson Arnold Allen, aye

Supervisor Richard Remley: I need a resolution for the SEQR at 14520 East Lee Rd

**RESOLUTION #103 NOTICE OF INTENT TO BE LEAD AGENCY IN THE SEQRA PROCESS FOR THE REZONING APPLICATION OF LAND 14520 EAST LEE ROAD, ALBION, NEW YORK**

WHEREAS, the Albion Town Board has received an application and proposal to rezone land at 14520 East Lee Road, Town of Albion, and

WHEREAS, the property is currently zoned Residential/Agricultural, and

WHEREAS, the applicant and owner, Henry Haines, is desirous of rezoning said property to a General Business classification, and

WHEREAS, said property consists of approximately 1.81 acres and is identified as Tax Account Number 84.-1-73, and

WHEREAS, the Albion Town Board recognizes that there is a need and requirement under the State Environmental Quality Review Act (SEQRA) to classify, fully assess and determine the environmental significance of the proposed project, and

WHEREAS, the Albion Town Board recognizes that the other involved agencies, as identified under SEQRA regulations and the EAF, Part 1, Item 25, are the Town of Albion Planning Board, the New York State Department of Environmental Conservation, the New York State Department of Transportation, the Corp of Engineers, the Orleans County Planning Board and the Orleans County Department of Health, thus said action of proposed rezoning is subject to a coordinated review under SEQRA.

NOW THEREFORE BE IT RESOLVED:

Section 1 The Albion Town Board does hereby declare its intent to be designated as the Lead Agency for the Coordinated Review and Determination of Significance under SEQRA in the above entitled matter.

Section 2 The Albion Town Supervisor shall provide the previously identified involved agencies with a copy of the application, the EAF and a copy of this Resolution, seeking concurrence or comment of said involved agencies in this matter.

Section 3 The Albion Town Board intends to adopt a Resolution at a future Town Board meeting, but in no event less than thirty (30) days after the Albion Town Clerk furnishes to all involved agencies the papers directed to be furnished herein, by which the Albion Town Board will establish itself as the lead agency under SEQRA, providing that there are no objections thereto received from the abovementioned agencies.

Section 4 This Resolution shall take effect immediately.

Motion was made by Councilperson Terry Wilbert and was seconded by Councilperson Arnold Allen authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a resolution to hold a public hearing.

**RESOLUTION #104      AUTHORIZING A PUBLIC HEARING TO REZONE LAND AT 14520 EAST LEE ROAD ALBION, NEW YORK**

WHEREAS, Henry Haines has submitted an application to rezone his vacant property at 14520 East Lee Road, Town of Albion, County of Orleans and State of New York from its current Residential/Agricultural zoning classification to a General Business classification, said property identified as tax account number 84.1-73 containing approximately 1.81 acres, and

WHEREAS, a map of said property and the legal description for said property have been filed with the Town of Albion, and

WHEREAS, the required application fee has been paid.

NOW THEREFORE BE IT RESOLVED:

Section 1 The Albion Town Board will hold a Public Hearing on February 13, 2023 at 5:00 p.m. at the Albion Town Hall, 3665 Clarendon Road, Albion, New York, to hear all persons for or against the rezoning of the property described above from Residential/Agricultural to General Business within the Town of Albion, County of Orleans, State of New York.

Section 2 The property to be rezoned is more particularly described as follows:

**LEGAL DESCRIPTION**

All that tract or parcel of land, situate in the Town of Albion, County of Orleans, and State of New York, distinguished as being part of Lot 40, Township 14, Range 1 of the Holland Land Company's Survey, so called, bounded and described as follows: Beginning at the northwesterly corner of lands deeded to Salvatore Vella, William Rudes and John Joy by deed recorded in the Orleans County Clerk's Office in Liber 346 of Deeds at page 233, said point lying on the southerly bounds of East Lee Road, said line being the southerly bounds of lands deeded to the County of Orleans by deed recorded in the Orleans County Clerk's Office in Liber 248 of Deeds at page 592, and shown as Parcel No. 3 on Map No. 2; THENCE South 00° 41' 20" West along the westerly bounds of

lands described in said Liber 346 of Deeds at page 233 a distance of 318.76 feet to the southwesterly corner thereof, said point lying on the southerly bounds of the Town of Albion; THENCE South 88° 33' 51" West along the southerly bounds of the Town of Albion a distance of 239.62 feet to a point; THENCE North 05° 48' 25" West along the extension southerly of the easterly bounds of lands deeded to Gary Elder, d/b/a Elder Trucking, by deed recorded in the Orleans County Clerk's Office in Liber 450 of Deeds at page 317, and along the easterly bounds of lands described in said Liber 450 of Deeds at page 317 a distance of 295.59 feet to a point in the southerly bounds of East Lee Road and the southerly bounds of lands described in Liber 248 of Deeds at page 592; THENCE North 83° 35' 52" East along the southerly bounds of East Lee Road and the southerly bounds of lands described in said Liber 248 of Deeds at page 592 a distance of 275.00 feet to the point or place of beginning, containing 1.81+/- acres. Subject to all covenants, easements and restrictions of record affecting said premises.

**Section 3** The Albion Town Clerk is authorized and directed to cause an appropriate notice of this Hearing to be published in the official newspaper of the Town of Albion in accordance with Town Law §265.

**Section 4** This Resolution shall take effect immediately.

Motion was made by Councilperson Darlene Benton and was seconded by Councilperson Arnold Allen authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye

Councilperson Sandra Bensley, aye

Supervisor Richard Remley, aye

Councilperson Terry Wilbert, aye

Councilperson Arnold Allen, aye

Supervisor Richard Remley: I need a resolution for the SEQRA for 14530 East Lee Rd.

**RESOLUTION #105 NOTICE OF INTENT TO BE LEAD AGENCY IN THE SEQRA PROCESS FOR THE REZONING APPLICATION OF LAND AT 14530 EAST LEE ROAD, ALBION, NEW YORK**

WHEREAS, the Albion Town Board has received an application and proposal to rezone land at 14530 East Lee Road, Town of Albion, and

WHEREAS, the property is currently zoned Residential/Agricultural, and

WHEREAS, the applicant and owner, LandPro Equipment LLC, desires to rezone the property to a General Business classification, and

WHEREAS, the property sought to be reclassified consists of approximately 1.6 acres to a larger parcel of approximately 3.3 acres and is identified as Tax Account Number 84-1-27, and

WHEREAS, the Albion Town Board recognizes that there is a need and requirement under the State Environmental Quality Review Act (SEQRA) to classify, fully assess and determine the environmental significance of the proposed project, and

WHEREAS the Albion Town Board recognizes that the other involved agencies, as identified under SEQRA regulations and the EAF, Part 1, Item 25, are the Town of Albion Planning Board, the New York State Department of Environmental Conservation, the New York State Department of Transportation, the Corp of Engineers, the Orleans County Planning Board and the Orleans County Department of Health, thus said action of proposed rezoning is subject to a coordinated review under SEQRA.

**NOW THEREFORE BE IT RESOLVED:**

**Section 1** The Albion Town Board does hereby declare its intent to be designated as the Lead Agency for the Coordinated Review and Determination of Significance under SEQRA in the above entitled matter.

**Section 2** The Albion Town Supervisor shall provide the previously identified involved agencies with a copy of the application, the EAF and a copy of this Resolution, seeking concurrence or comment of said involved agencies in this matter.

**Section 3** The Albion Town Board intends to adopt a Resolution at a future Town Board meeting, but in no event less than thirty (30) days after the Albion Town Supervisor furnishes to all involved agencies the papers directed to be furnished herein, by which the Albion Town Board will establish itself as the lead agency under SEQRA, providing that there are no objections thereto received from the abovementioned agencies.

**Section 4** This Resolution shall take effect immediately.

Motion was made by Councilperson Darlene Benton and was seconded by Councilperson Arnold Allen authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a resolution to hold a public hearing.

**RESOLUTION #106                      AUTHORIZING A PUBLIC HEARING TO REZONE LAND AT 14530 EAST LEE ROAD  
ALBION, NEW YORK**

WHEREAS, LandPro Equipment LLC has submitted an application to rezone property at 14530 East Lee Road, Town of Albion, County of Orleans and State of New York from its current Residential/Agricultural zoning classification to a General Business classification, said property identified as part of tax account number 84.1-27 containing approximately 1.6 acres of the total 3.3 acre parcel, and

WHEREAS, a map of the property and the legal description for the property have been filed with the Town of Albion, and

WHEREAS, the required application fee has been paid.

NOW THEREFORE BE IT RESOLVED:

**Section 1**            The Albion Town Board will hold a Public Hearing on February 13, 2023 at 5:00 p.m. at the Albion Town Hall, 3665 Clarendon Road, Albion, New York, to hear all persons for or against the rezoning of the property described above from Residential/Agricultural to General Business within the Town of Albion, County of Orleans, State of New York.

**Section 2**            The property to be rezoned is more particularly described as follows:

**LEGAL DESCRIPTION**

All that tract or parcel of land, situate in the Town of Albion and Town of Bare County of Orleans, State of New York, and being part of Lot No. 40, Township 14, Range 1 of the Holland Land Survey, so-called, bounded and described as follows: BEGINNING at an existing concrete monument at the intersection of the easterly line of the lands described in a deed to Frank P. and Angeline Zicari recorded in the Orleans County Clerk's Office in Liber 271 of Deeds at Page 521 and the southerly highway boundary of the former East Lee Road, now New York State Route No. 31-A, also known as S.H. 392 Clarendon-Monroe County Line, Part 2, and further identified as Parcel No. 3 on Map No. 2 of the said highway, said Parcel No. 3 having been conveyed to the County of Orleans by Deed recorded in the Orleans County Clerk's Office in Liber 248 of Deeds at Page 592; (1) running thence south 00° 01' 00" east along the easterly line of the said Zicari lands, a distance of 678.75 feet to the southeasterly corner of the said Zicari lands; (2) running thence south 88° 01' 50" west along the southerly line of the said Zicari lands a distance of 207.47 feet to a point; (3) running thence north 00° 41' 20" east a distance of 663.58 feet to a point on the southerly boundary of the said New York State Route No. 31 as established aforesaid at a point in the said highway which is 200.42 feet south 83° 35' 52" west measured, along the said highway boundary from the point of beginning; (4) running thence north 83° 35' 52" east along the said southerly highway boundary as established aforesaid, a distance of 200.42 feet to the point or place of beginning.

**Section 3**            The Albion Town Clerk is authorized and directed to cause an appropriate notice of this Hearing to be published in the official newspaper of the Town of Albion in accordance with Town Law §265.

**Section 4**            This Resolution shall take effect immediately.

Motion was made by Councilperson Darlene Benton and was seconded by Councilperson Arnold Allen authorizing the adoption of the above resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a motion to submit the rezoning applications to the County.

Motion was made by Councilperson Sandra Bensley and was seconded by Councilperson Terry Wilbert authorizing Code Enforcement Daniel Strong to submit the applications for the rezoning of 14520 East Lee Rd and 14530 East Lee Rd to the Orleans County Planning for their review and recommendation. Motion carried by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a motion to close.

Motion was made by Councilperson Terry Wilbert and was seconded by Councilperson Darlene Benton authorizing the closing of the meeting at 5:20 pm. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye



## **AGREEMENT**

**THIS AGREEMENT**, between **MONROE MEDI-TRANS, INC. DBA MONROE AMBULANCE**, having its principal place 1669 Lyell Avenue, Rochester, New York, 14606 (hereinafter referred as Monroe Ambulance) and the following municipalities: **TOWN OF ALBION, 3665 Clarendon Road, Albion, New York, 14411, TOWN OF BARRE, 14317 West Barre Road, Albion, New York, 14411, TOWN OF CARLTON, 14341 Waterport Carlton Road, Albion, New York, 14411, TOWN OF CLARENDON, 16385 Church Street, P.O. Box 145, Clarendon, New York, 14429, TOWN OF GAINES, 14087 Ridge Road West, Albion, New York, 14411 and TOWN OF MURRAY, 3840 Fancher Road, Holley, New York 14470 (hereinafter referred to as the municipalities).**

### **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 areas of the aforesaid municipalities.

2. **Consideration.** In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration including the compensation as set forth hereinafter in paragraph "12(a)", the receipt of which is acknowledged by Monroe Ambulance, Monroe Ambulance agrees to provide ambulance services as set forth in this Agreement to the municipalities.

3. **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 municipalities throughout the term of this Agreement.

### **SPECIFICATIONS**

4. **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 that permits it to provide emergency ambulance services in the municipalities. Monroe Ambulance shall demonstrate to the satisfaction of the municipalities 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 municipalities, which shall conform in all material respects to, or exceed, the Article 30 of the New York State Public Health Law and Emergency Medical Services Code, 10 NYCRR Part 800.

## **5. 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 municipalities. The term "Emergency ambulance service", when used in this Agreement, shall include the transporting of sick, disabled or injured persons to hospitals and the provision of initial emergency medical assistance to such persons. Such emergency ambulance services shall be provided in accordance with 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 New York State Department of Health Bureau of EMS and the Western Regional Medical Advisory Committee (WREMAC) 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 one (1) person certified at the emergency medical technician-basic with defibrillation or higher and one (1) person certified in Emergency Vehicle Operations (CEVO).

### **ii. Advanced Life Support Service.**

a. All Monroe Ambulance vehicles providing Advanced Life Support (ALS) pursuant to this contract shall be staffed by two (2) certified emergency medical service (EMS) providers, one certified as NYS Paramedic and the other certified in Emergency Vehicle Operator .

b. Monroe Ambulance vehicles (fly cars) or other ALS intercept vehicles shall be staffed by at least one (1) EMS provider certified at the NYS Paramedic.

c. Responding Monroe Ambulance advanced life support personnel shall be cleared by the Monroe Ambulance Agency Medical Director and the Training

and Education Department of Monroe Ambulance and shall be deemed completely authorized to provide ALS service in the Western Regional Medical Advisory Committee (WREMAC).

b. **Emergency or Fire Scene Stand-by Service.** Monroe Ambulance will provide stand-by services at emergency scenes and work with the municipalities and incident commanders. 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 Incident Management System adopted by the municipalities or Fire District, if applicable. Monroe Ambulance transport units shall fall under the command of the appropriate incident commander while responding to and operating at any event within any municipality.

ii. Monroe Ambulance will work with the promoter for stand-by events to negotiate payment of services.

c. **Records.** Monroe Ambulance shall maintain appropriate records, reasonably satisfactory to the municipalities, 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 municipalities on request, subject to patient confidentiality limits prescribed in Section 800.15 of the New York State Emergency Medical Services Code and other applicable laws.

## **6. 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 State Public Health Law and the New York Emergency Medical Services Code, 10 NYCRR Part 800. Monroe Ambulance shall ensure all ambulances which are utilized to transport patients are certified.

b. Monroe Ambulance shall maintain liability insurance in the amount of at least \$1,000,000.00 per person and \$3,000,000.00 in the aggregate for bodily injury, with \$10,000,000.00 of umbrella coverage for each occurrence. The municipalities shall be named as

additional insureds upon the execution of this Agreement. At no time shall Monroe Ambulance allow a lapse in liability insurance during the terms of this Agreement.

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 utilized for the provision of services to the municipalities 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.

f. All Monroe Ambulance vehicles in the provision of services under this contract shall meet the requirements of all applicable laws.

## **7. 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 the company and to the applicable provisions of the agreement for service with the municipalities.

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 municipalities, shall make available the following information:

i. a list of current employees providing services to the municipalities and, as appropriate, their medical certification and/or drivers license number;

ii. their current work schedule; and

ii. the current orientation curriculum and training policy.

e. Monroe Ambulance shall participate in the REMAC Quality Assurance / Quality Improvement Program and shall have and maintain their own program.

8. **Response Time Standards.** Monroe Ambulance shall ensure that maximum response time shall not be greater than time limits defined below for 90% of all responses in the municipalities.

a. Priority 1: 15 Minutes  
Priority 2: 20 Minutes  
Priority 3: 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. The aforesaid response times are based on the understanding that Monroe Ambulance vehicles will be placed in the Village of Holley at the Holley Fire Department location and in a Town of Albion location. The aforesaid response times are also based upon the understanding that Monroe Ambulance is to provide a minimum of two (2) ambulance vehicles for the coverage area related to this Agreement.

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 municipalities 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.

9. **Dispatch and Notification.**

a. The municipalities 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 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.
- d. Monroe Ambulance shall provide GPS to the 911 call center to allow for the real time tracking of response vehicles.

10. **Mutual Aid Agreements.** Monroe Ambulance shall maintain mutual aid agreements with appropriate ambulance services to meet specifications with all insurance regulations, and Medicare guidelines.

### **TERMS AND RATES**

11. **Term of Agreement.**

- a. This contract shall be for a term commencing January 1, 2023 and ending on December 31, 2023;
- b. This Agreement may be terminated:
  - i. at any time by mutual agreement between municipalities and Monroe Ambulance;
  - ii. immediately and without notice in the event that Monroe Ambulance no longer is licensed or authorized by the applicable governmental regulatory agencies to provide its services under this Agreement; or
  - iii. by either party upon not less than ten (10) days prior written notice to the other party in the event:

(a) of a material breach of this Agreement by the other party, and such breach is not remedied within thirty (30) days after receipt by the breaching party of written notice from the other party; or

(b) the enactment of any federal, state, or local law or regulation or written interpretation of any law or regulation by a court or government agency materially affects the method or amount of reimbursement or any other material provision of this Agreement.

## **12. Compensation.**

a. The aforesaid municipalities agree to pay Monroe Ambulance, no later than February 15, 2023, the amount of One Hundred Eighty One Thousand Two Hundred Dollars (\$181,200.00) to be paid as follows:

1. Town of Albion - \$84,400.00.
2. Town of Barre - \$8,000.00.
3. Town of Carlton - \$14,800.00.
4. Town of Clarendon - \$18,800.00.
5. Town of Gaines - \$24,600.00.
6. Town of Murray - \$30,600.00.

b. The payments by the aforesaid municipalities is broken down based upon the call volume percentage for each in the coverage area of the Agreement.

c. The spirit and intent of this Agreement is for the parties to exchange all information and communications (including data) in a good faith effort to renew the terms and conditions of this Agreement with an annual payment, if any, for 2024 payable by the aforesaid municipalities to Monroe Ambulance to be set no later than September 15, 2023. Other considerations to be discussed during any renewal negotiations may include the possible addition of an automatic renewal provision and/or an escalation clause.

d. 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 by Monroe Ambulance to the municipalities.

## **ADDITIONAL LEGAL PROVISIONS**

**13. Indemnification.**

a. Monroe Ambulance hereby agrees to defend, indemnify and save harmless the municipalities against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the municipalities may directly or indirectly incur, or be required to pay by reason or in consequence of the negligent acts or omissions of Monroe Ambulance, its agents, employees or contractors. If a claim or action is made or brought against the municipalities and for which Monroe Ambulance may be responsible hereunder in whole or in part, Monroe Ambulance shall be notified and shall handle or participate in the defense of such matter.

b. The municipalities hereby agree to defend, indemnify and save harmless Monroe Ambulance against any and all liability, loss, damage, suit, charge, attorneys fees and expenses of whatever kind or nature which Monroe Ambulance may directly or indirectly incur, or be required to pay by reason or in consequence of the negligent act or omission of the municipalities, their agents, employees or contractors. If a claim or action is made or brought against Monroe Ambulance for which the municipalities may be responsible hereunder in whole or in part, then the municipalities shall be notified and shall handle or participate in the defense of such matter.

**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 federal, state or local anti-discrimination law or regulation in the performance of services under this Agreement.

**15. Excluded Provider.**

a. The municipalities represent that to their actual knowledge, the municipalities have not been convicted of a crime related to healthcare and are not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should the municipalities obtain actual knowledge that would invalidate the representations contained herein, the municipalities shall immediately notify Monroe Ambulance after obtaining such knowledge and/or notice that they are an excluded provider.

b. Monroe Ambulance represents that it has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should Monroe Ambulance obtain actual knowledge that would invalidate the representations contained herein, Monroe



Ambulance shall immediately notify the municipalities after it receives notice that it is an excluded provider. For purposes of this section, the term "excluded provider" shall mean Monroe Ambulance'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 municipalities acknowledge that in the course of performing this Agreement, they will become aware of information concerning Monroe Ambulance's operations, business practices, customer practices, software systems, programs, pricing policies, customers and clients which Monroe Ambulance deems confidential. The municipalities agree that the municipalities and their employees, agents, successors and assigns shall not disclose such information to any person without the written consent of Monroe Ambulance except for the municipalities' internal use as reasonably necessary to perform this Agreement or in accordance with the municipalities' obligations under the Freedom of Information Law. The municipalities also agree that only those agents and employees of the municipalities who have 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 municipalities agree to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities except in accordance with the municipalities' obligations under the Freedom of Information Law. Monroe Ambulance acknowledges that Freedom of Information Laws may require the municipalities to disclose

some information to third parties. As soon as practicable, municipalities will inform Monroe Ambulance if such a request is made as well as the date of the anticipated response to such request, if any, which will provide Monroe Ambulance with sufficient time to assert any objections to the FOIL response.

**19. Confidentiality.** The municipalities ensure that Protected Health Information shall be kept confidential and shall not be disclosed except as required by law. The municipalities will be required to sign a Business Associate Agreement related to Protected Health Information.

**20. Assignment / Notices / Severability / Waivers.** Neither party may assign this Agreement without the prior written consent of the other party. 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 addresses stated above, or any other addresses 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 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 WHEREOF**, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures. This Agreement may be executed in counterparts, each of which shall be original and all which shall constitute but one and the same Agreement.

Date: \_\_\_\_\_

**MONROE MEDI-TRANS, INC.**  
**d/b/a MONROE AMBULANCE**  
By: \_\_\_\_\_  
Thomas C. Coyle, President/CEO

Date: \_\_\_\_\_

**TOWN OF ALBION**  
By: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BARRE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF CARLTON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF CLARENDON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF GAINES**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF MURRAY**

By: \_\_\_\_\_

## TOWN OF ALBION

3665 Clarendon Road  
Albion, New York 14411  
(585) 589-7048 Ext. 15  
Fax: (585) 589-9452

Approval of Town Board members to forward application(s) to Orleans County Planning Board for review, comment and recommendations.

Date: 12/27/2022

Applicant (s)

Town of Albion 3665 Clarendon Road Albion New York 14411

Land Pro Equipment LLC 1756 Lindquist Drive Falconer NY 14733  
Tax Parcel ID 84.-1-27 14530 East Lee Road

Henry Haines 14846 East Lee Road Albion New York 14411  
Tax Parcel ID 84.-1-73 14520 East Lee Road

Type of application received:

Request for Amendment to Zoning Map. Change parcels 84.-1-27 and 84.-1-73 zoning district classification from current Residential Agricultural to General Business

Motion made by: *Councilperson Sandra Bensley*

Seconded by: *Councilperson Terry Wilbert*

Roll Call Vote of members present

Richard Remley, *aye*

Darlene Benton, *aye*

Terry Wilbert, *aye*

Arnold Allen, *aye*

Sandra M. Bensley, *aye*

Recorded By: *John Smith*

