Town Board Meeting
Bergen Town Hall
Bergen NY
January 14, 2020

Agenda

I. Audit of the Bills 6:45 pm, Call to Order 7:00 pm

Prayer Almighty God, as we meet today to conduct matters of Town business, grant us the wisdom to remember as we work that we are servants of our constituency. Assist us to be sure our decisions should be in the best interests of the Town and its citizens, entirely unblemished by any thoughts of personal benefit. Amen.

Pledge to the flag

II. Privilege of the Floor:

III. Approval of meeting Minutes for: 12/30, 19 and 1/2/2020 (organizational meeting)

IV. Communications included with this agenda:
1. Supervisor Report for Dec. 2019 – if available
2. Summary spreadsheets for Dec. 2019 – if available
3. Town Clerk Report for Dec. 2019
4. Town Clerks Annual Report for 2019
5. ZEO/CEO Report for Dec., 2019
6. NYS Association of Towns –Notice of 2020 training school and annual meeting in NYC 2/16-2/19/20.
7. Harris Beach correspondence regarding the commencement of stipulation process for funds interventor funds dated 12/27/19
8. Proposed contract with Mercy Flight
9. Proposed changes to Employee Handbook, per state law.

V. Board Members' items for addition to the agenda

VI. Reports:
-Supervisor- -
-Clerk
-Board Members
-Zoning / Code Enforcement: -Response to formal zoning complaint –Lake and Peachey road property

-Highway - Shared Fuel Tanks

Committees
-Building, Grounds, and Facilities (cemeteries) –Library renovation Project Update- Historian Office Windows- - Parks
-Local History & Museum- -Annual report- inventory
-Policy and Personnel
-Transfer Station

VII. Old Business:
- Town of Bergen Water Improvement Benefit Area #1 project- Update - EDU Definitions/ Costs prior to Bonding
- Formal Complaint regarding potential Zoning Violation.

VIII. New Business

- Resolution to approve the amended Snow & Ice Contract # D014809 between the State of New York and the Town of Bergen for snow and ice control which will expire on June 30, 2024 unless further extended.
-Motion to approve amendments to the handbook – per state law.
-Motion to authorize the supervisor to execute change orders for the accessibility renovations at the town building on 13.
-Motion to authorize the supervisor to execute contract with Mercy Flight for 5 years at no cost.

IX- Reports & Bills:

-Action to file Town Clerks Report
-Action to file the Town Clerks 2019 Annual Report
-Action to file Supervisors Report
-Approve payment of the bills

X. Meeting and Other Upcoming Dates:

-Town Board Meeting 1/28/2020 at 7 pm at the Bergen Town Hall

XI. Adjournment

DRAFT

DECEMBER 30, 2019 BERGEN TOWN BOARD REGULAR 2nd/YEAREND MEETING

The Bergen Town Board convened in a regular session at 7:00 p.m. in the Courtroom with Supervisor Haywood presiding.

PRESENT:
Supervisor Ernest Haywood
Councilman Mark Anderson
Councilwoman Belinda Grant
Councilwoman Anne Sapienza
Councilman James Starowitz

ALSO PRESENT:
Michele M. Smith, Town Clerk
Mike Johnson, Highway Superintendant
Joseph Nenni, Justice

PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

OATH OF OFFICE: Town Clerk Smith, Councilwoman Grant, Councilman Anderson and Highway Superintendent Johnson were sworn in by Justice Nenni.

MINUTES: *Councilwoman Sapienza made a motion to approve the minutes of December 10, 2019; seconded by Councilman Anderson and carried by a vote 4-0.* Councilman Starowitz abstained

COMMUNICATIONS:
Mercy EMS summary report for November 2019
Resolution for Authorized signers on Town Bank Accounts
Resolution for Amendment to Change the Estimated Expenditure for Snow & Ice Agreement NYS DOT
Correspondence from Assemblyman Hawley to support Assembly Bill A-1778a regarding payment of ambulance service
Correspondence from Charter Communication
Correspondence from Justice Nenni and Justice Swapceinski notice of Court records are available for audit
EFPR Solutions – letter of engagement for account services for the Town of Bergen
Proposed Town of Bergen Transfers

REPORTS:
SUPERVISOR: GAM meeting update,
TOWN CLERK: Financial software change update
HIGHWAY/SOLID WASTE: quotes on pickup Jim Barnard 2020 Chevy 2500 $32,858 *Councilwoman Sapienza made a motion for Highway Superintendent Johnson to purchase the 2020 Chevy 2500 for $32,858; seconded by Councilman Starowitz and it carried by a vote 5-0.*

COMMITEES:
BUILDINGS/CEMETERY: Update on Library renovations project, Town Hall flooring and Windows for Historian Office
PARKS: Nothing to report
LOCAL HISTORY AND MUSEUM: Nothing to report
POLICY AND PERSONNEL: Nothing to report
TRANSFER STATION: Nothing to report

OLD BUSINESS:
Water Benefit Improvement Area #1 update – EDU meeting Saturday, January 25th at 9:00 am; conference call January 23rd.
Snow and Ice Amendment *Councilwoman Grant offered Resolution #19-2019 to Amend to Change the Estimated Expenditure for Snow & Ice Agreement; seconded by Councilman Starowitz and it carried by vote 5-0.*

RESOLUTION #19-2019
AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

***WHEREAS**, the Town Board of the Town of Bergen due to the severity of the winter during 2019/2024 requests that the Snow & Ice Contract No. D014809. between the State of New York and the Town of Bergen for snow and ice control estimated expenditure be revised by $37,163.18 to reflect the additional lane miles of state roads that were plowed/treated during the winter season.*

NEW BUSINESS:

EFPR Solution Letter of Engagement *Councilman Anderson made a motion to approve accounting services of EFPR Solutions for $16,800; seconded by Councilwoman Grant and it carried by a vote 5-0.*

Budget Transfers *Councilwoman Grant made a motion to approve the budget transfers; seconded by Councilman Starowitz and it carried by a vote 5-0.*

Resolution Authorized Signers *Councilwoman Sapienza offered resolution #20-2019 for Supervisor Haywood and Councilwoman Grant to be the authorizer signers of bank accounts; seconded by Councilman Starowitz and it carried by a vote 5-0.*

RESOLUTION #20-2019
TOWN OF BERGEN AUTHORIZED SIGNERS OF BANK ACCOUNTS

Ernest Haywood, Supervisor and Belinda Grant, Councilwoman are authorized signers on the two checking accounts and one savings account at the Bank of Castile and any bank future accounts opened in 2020 for official Town of Bergen business.

Year End Bills The bills were presented for audit and totaled General A Fund $27,505.95; B Fund $2,594.20; Highway DB $29,601.69; PA-A $75.60; PA-DB $67.98. *Councilwoman Sapienza made a motion to pay the remaining 2019 bills, seconded by Councilwoman Grant and it carried by a vote 5-0.*

NEXT MEETING:

Reorganizational Meeting – Thursday, January 2, 2020 at 5:00 pm
Regular Meeting – Tuesday, January 14, 2020 at 7:00 pm at Town Hall with audit of the bills at 6:45 pm
EDU work session – Saturday, January 25, 2020 at 9:00 am at the Town Hall

ADJOURNMENT *was at 7:31 pm on a motion by Councilman Starowitz ; seconded by Councilwoman Grant and it carried by a vote 5-0.*

Respectfully submitted,

Michele M. Smith

Michele M. Smith,
Town Clerk

DRAFT

JANUARY 2, 2020 BERGEN TOWN BOARD ORGANIZATIONAL MEETING

The Bergen Town Board convened in a special session at 5:00 pm in the Courtroom with Supervisor Haywood presiding.

PRESENT:
Supervisor Ernest Haywood
Councilman Mark Anderson
Councilwoman Anne Sapienza
Councilman James Starowitz

ALSO:
Michele M. Smith, Town Clerk
Mike Johnson, Highway Superintendent

ABSENT:
Councilwoman Belinda Grant

The purpose of the special session is to establish policies, set salaries and make appointments for 2020. The notice for special meeting was published in the *Daily News* and posted on the Clerk's bulletin board.

PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

COMMINICATIONS:
Published Federal Mileage Rate Effective January 1, 2020
Resolution Samples 1,2,3,4,5
Committee Objectives
Medical Benefit Policy
Town of Bergen- 2020 Pay Periods
Email form Daniel Bryson from Lacy Katzen in reappointment as Town Attorney and John Refermat at Deputy Town Attorney
Letter of continued interest in Town Attorney and Deputy Town Attorney from Daniel Bryson of Lacy Katzen and retainer fees
Letter of intent from Thomas M. Tiefel in interest in reappointment as Town Historian
Letter from Kevin Finnell, confirming his interest in reappointment at Town Prosecutor for the Town of Bergen
Town Historian 2019 Annual Report
Letter of engagement, including term from EFPR Solutions accounting services for 2020
Letter from MRB Group – Paul Chatfield regarding interest in reappointment at Town Engineer
Supervisor Proposed activities for 2020
Agreement for the Expenditure of Highway Moneys

2020 TOWN BOARD APPOINTMENTS:

Zoning/Code Enforcement Officer	David Mason
Building Inspector	David Mason
Constable	Gary Donofrio
Constable	Vince Pulcini
Historian	Thomas Tiefel
Historian Assistant	Gina Schelemanow
Attorney for the Town	Daniel S. Bryson
Deputy Attorney for the Town	John Refermat
Solid Waste Coordinator	Mike Johnson
Engineer for the Town	MRB Group
Planning/Zoning Secretary	Laura Smith
Planning Board Member	Lou Romano
Zoning Board Member	David Henry
Zoning Board Member	Pamela Madziarz
Town Prosecutor	Kevin Finnell
Mill Seat Landfill Advisory Committee	Timothy J. Donovan

Councilwoman Sapienza made the motion to approve the 2020 Town Board appointments; seconded by Councilman Starowitz and it carried by a vote 4-0.

REVIEW OF APPOINTMENTS BY OTHERS:

Deputy Town Supervisor	Belinda Grant
Secretary to Supervisor	Leisa Strabel
Deputy Town Clerk	Barb Fisher
Deputy Town Clerk	Marsha List
Deputy Town Clerk	Teresa Whalin
Sub Registrar of Vital Statistics	Barb Fisher
Bookkeeper	Cindy Burke
Justice Court Clerk	Patricia Bedford
Senior Justice Court Clerk	Cindy Burke
Deputy Highway Superintendent	Joel Pocock

RESOLUTION #1 –2020 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS:
Councilman Starowitz made a motion to approve Resolution #1-2020 for the sum of $267,679.00 to be set aside to be expended for primary work and general repairs upon 19.9 miles of Town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof; seconded by Councilwoman Sapienza and it carried by a vote of 4-0.

RESOLUTION #2 –2020 EXPENDITURES BY HIGHWAY SUPERINTENDENT:
Councilwoman Sapienza made a motion to approve Resolution #2-2020 for Expenditures by Highway Superintendent, seconded by Councilwoman Starowitz and it carried by a vote 4-0.

WHEREAS, section 142 , subdivision 1 (a) of the Highway law authorizes the Town Board to adopt a resolution permitting the Town Superintendent of Highways to purchase equipment, tools and implements without prior approval of the Town Board in an amount to be fixed by it from time to time, and

WHEREAS, it is determined by this Board to be reasonable and proper and that the Highway Superintendent of the Town be granted permission to purchase such items without its prior approval in the amount not to exceed $10,000

NOW, THEREFORE, BE IT RESOLVED, that the Town Superintendent of Highways be and he hereby is authorized to spend an amount not to excess of $10,000.00 for the purchase of equipment, tools and implements without prior approval of this Board, and

BE IT FURTHER RESOLVED, that the authorization hereinabove granted shall be construed as meaning that the total amount of all such items purchased by the Superintendent of Highways shall not exceed the amount of budgeted appropriations in the fiscal year 2020.

RESOLUTION #3 –2020 STATE AND/OR COUNTY BIDS
Councilwoman Sapienza made a motion to approve Resolution#3-2020 for State and/or County Bids; seconded by Councilman Starowitz and it carried by a vote 4-0.

WHEREAS, it is determined by the Bergen Town Board to be reasonable and proper and in the best interests of the efficient functioning of the Bergen Highway Department that the Highway Superintendent of the Town be granted permission to purchase any such items, materials, tools and implements and services under any and all valid New York State bids, United States Federal bids other valid Municipal bids including County and Genesee County bids and award contracts according to the applicable bid sheets.

RESOLUTION #4-2020 OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS *Councilman Anderson offered Resolution #4-2020 for the Official Undertaking of Municipal Officers; seconded by Councilman Starowitz and it carried by a vote -0.*

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute and Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Bergen hereby require the Supervisor, Town Clerk, Tax Collector, Town Justice, Highway Superintendent, Deputy Supervisor, Deputy Clerks, and Deputy Highway Superintendent to execute said Official Undertaking as required by said law; **NOW, THEREFORE BE IT**

RESOLVED that we, the Town Board of the Town of Bergen approve the document entitled "Town of Bergen Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and **BE IT FURTHER**

RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

TOWN OF BERGEN
OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, Ernest Haywood, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Supervisor of the Town of Bergen, and

WHEREAS, Belinda Grant, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Supervisor of the Town of Bergen, and

WHEREAS, Michele M. Smith, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Town Clerk of the Town of Bergen, and

WHEREAS, Michele M. Smith, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Town Tax Collector of the Town of Bergen, and

WHEREAS, Barb Fisher, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Town Clerk of the Town of Bergen, and

WHEREAS, Teresa Whalin, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Town Clerk of the Town of Bergen, and

WHEREAS, Marsha List, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Town Clerk of the Town of Bergen, and

WHEREAS, Joseph Nenni, of the Town of Bergen , County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Bergen, and

WHEREAS, Robert Swapceinski, of the Town of Bergen , County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Bergen, and

WHEREAS, Michael Johnson, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Superintendent of Highways of the Town of Bergen, and

WHEREAS, Joel Pocock, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Superintendent of Highways of the Town of Bergen, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Bergen that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justice is further conditioned that he will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Justice; and

The Town does and shall maintain insurance coverage, presently with ENB Insurance, in the sum of $1,000,000.00 for the Tax Collector, Supervisor and Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

RESOLUTION #5- 2020 MARRIAGE OFFICER APPOINTMENT

Councilwoman Sapienza made offered Resolution # 5-2020 to appoint Town Clerk Michele Smith as Marriage Officer; seconded by Councilman Starowitz and it carried by a vote 4-0.

MARRIAGE OFFICER APPOINTMENT
RESOLUTION # 5-2020

RESOLVED, that the Bergen Town Board hereby appoints Michele M. Smith as Marriage Officer of the Town of Bergen for a term of four (4) years, without salary.

MEETING DATES & TIMES, OFFICIAL BANKS, OFFICIAL NEWSPAPER, MILEAGE & SALARIES: *Councilman Starowitz made a motion to keep the 2nd and 4th Tuesday each month at 7:00 p.m. for the Town of Bergen Board meetings, Tompkins Bank of Castile Bank as the primary bank with Five Star as the secondary banks, The Batavia Daily News as the official newspaper, mileage reimbursement rate per the Federal and State reimbursement mileage schedule $.575; to adopt the 2020 salary schedule and adopt the Medical Benefit Policy ; seconded by Councilwoman Sapienza and it carried by a vote 4-0.*

TOWN OF BERGEN
MEDICAL BENEFIT POLICY

A Medical Insurance benefit will be provided to qualified employees who are not included in a collective bargaining agreement and elected officials of the town of Bergen as described in this policy. The Medical Insurance Plan provided will be selected by the Bergen Town Board and reviewed, renewed, or replaced on an annual basis at the discretion of the Town Board.

Qualified Employees and Elected Officials

The following positions are qualified for Medical Insurance Benefits provided by the Town:

- Town Clerk
- Highway Superintendent
- Full Time Employees of the Town of Bergen (not included in a collective bargaining agreement)

Employee and Elected Official Contributions

Qualified employees and elected officials will be required to contribute 10% of the medical insurance premium and further obligated to any co-pays and deductibles as described by the medical insurance plan.

Collective Bargaining Unit

Town employees that are under a Collective Bargaining Agreement will be provided Medical Insurance Benefits in accordance with the agreement.

Recognized Committees & Appointed Members:

Buildings, Grounds & Facilities Committee:

- Anne Sapienza (chair)
- Ernie Haywood
- Mike Johnson
- Library representative (optional)
- Others as requested

Parks Committee:

- Belinda Grant (chair)
- James Starowitz
- Mike Johnson
- Gillam Grant representative (optional)
- Youth Soccer representative (optional)

- Youth Baseball representative (optional)

Local History & Museum Committee:
- Anne Sapienza (chair)
- Mark Anderson
- Thomas Tiefel
- Others as requested

Policies & Personnel Committee:
- Ernest Haywood (chair)
- Mark Anderson
- Others as requested

Transfer Station Ad Hoc – Committee:
- James Starowitz (Chair)
- Belinda Grant
- Mike Johnson
- Others as requested

Agriculture Liaison: to the Agricultural community including Genesee County Soil and Water, Genesee County Cooperative Extension and the Farm Bureau
- James Starowitz

Councilman Anderson made a motion to recognize the committees; seconded by Councilman Starowitz and carried by a vote 4-0.

Historian 2019 Annual Report: *Councilman Sapienza made a motion to accept and file the Historian's 2019 Annual Report; seconded by Councilman Anderson 4 -0.*

NEXT MEETING: Tuesday, January 14, 2020 at 7:00 p.m. in the Courtroom with audit of bills at 6:45.
EDU work session – Saturday, January 25, 2020 at 9:00 am at the Town Hall

ADJOURNMENT *was at 5:07 pm on a motion by Councilwoman Sapienza; seconded by Councilman Starowitz and carried by a vote of 4-0.*

Respectfully submitted,

Michele M Smith

Michele M Smith,
Town Clerk

Town Clerk Monthly Report
December 01, 2019 - December 31, 2019

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	2	35.00
			Sub-Total:	**$35.00**
A1255	Clerk Fees	Certified Copies	15	150.00
		Mobile Home Park Application	2	790.00
	Conservation	Conservation	2	5.01
			Sub-Total:	**$945.01**
A2530	Racing & Wagering	Bell Jar License	1	10.00
			Sub-Total:	**$10.00**
A2544	Dog Licensing	Female, Spayed	19	95.00
		Female, Unspayed	2	36.00
		Male, Neutered	16	80.00
	Late Fees	Late Fees	3	15.00
	Senior Discount	Senior Discount	8	-24.00
			Sub-Total:	**$202.00**
B2110	Building & Zoning	Building Permit	1	55.00
		Zoning	1	30.00
			Sub-Total:	**$85.00**
B2130	Solid Waste	Garbage Bag	271	1,355.00
		Transfer Sta. 10.00	3	30.00
		Transfer Sta. 20.00	7	140.00
		Transfer Sta. 5.00	3	15.00
			Sub-Total:	**$1,540.00**
			Total Local Shares Remitted:	**$2,817.01**

Amount paid to:	N Y State Department Of Health	45.00
Amount paid to:	New York State Comptroller's Office	15.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program	41.00
Amount paid to:	NYS Environmental Conservation	389.99

Total State, County & Local Revenues: $3,308.00

Total Non-Local Revenues: $490.99

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Michele M. Smith, Town Clerk, Town of Bergen during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Michele M Smith 1/3/20

Supervisor Date Town Clerk Date

Town Clerk Annual Report
January 01, 2019 - December 31, 2019

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	12	210.00
			Sub-Total:	**$210.00**
A1255	Clerk Fees	Certified Copies	89	890.00
		Genealogy	3	33.00
		Junkyard Permit	3	300.00
		Mobile Home Park Application	2	790.00
	Conservation	Conservation	80	433.68
			Sub-Total:	**$2,446.68**
A2530	Racing & Wagering	Bell Jar License	1	10.00
			Sub-Total:	**$10.00**
A2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	231	1,155.00
		Female, Unspayed	18	324.00
		Male, Neutered	221	1,105.00
		Male, Unneutered	27	486.00
		Replacement Tags	3	9.00
	Late Fees	Late Fees	17	85.00
	Senior Discount	Senior Discount	56	-192.00
			Sub-Total:	**$2,972.00**
B1560	Building & Zoning	Solid Fuel Device	1	35.00
			Sub-Total:	**$35.00**
B2110	Building & Zoning	Building Permit	33	2,720.00
		Variance	1	50.00
		Zoning	27	2,300.00
			Sub-Total:	**$5,070.00**
B2115	Building & Zoning	Public Hearing	1	50.00
		Site Plan Review	1	50.00
			Sub-Total:	**$100.00**
B2130	Solid Waste	Garbage Bag	3368	16,855.00
		Transfer Sta. 10.00	68	680.00
		Transfer Sta. 20.00	117	2,340.00
		Transfer Sta. 5.00	36	180.00
			Sub-Total:	**$20,055.00**
B2590	Building & Zoning	Special Use Permit	1	100.00
			Sub-Total:	**$100.00**

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	**$30,998.68**
Amount paid to:	N Y State Department Of Health			270.00
Amount paid to:	New York State Comptroller's Office			15.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			587.00
Amount paid to:	NYS Environmental Conservation			8,210.32

Total State, County & Local Revenues: $40,081.00

Total Non-Local Revenues: $9,082.32

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Michele M. Smith, Town Clerk, Town of Bergen during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor	Date	Town Clerk	Date

Printed 1/7/20

Permit Status Report

December 01, 2019 - December 31, 2019
For Permit Type : All

Permit #	Applicant	Parcel Location	SBL#	Permit Type	Issued	Status
BP-00041-2019	Anthony Mannillo	7410 Warboys Rd	11.-1-30	Res-Acc Structure	12/7/2019	**Open**
BP-0042-2019	Town of Bergen	13 South Lake Ave	3.-1-60	Comm-Renovation	12/19/2019	**Open**

Total # Permits : 2

Cash Receipts Report

01/07/2020
3:49:55PM

From: 12/01/2019 To: 12/31/2019

For User: All

Payment Date: **12/07/2019**

Module: Permit

Transaction: BP-0041-2019 **Type:** Permit App

Payor: Anthony Mannillo **Payment Amount:** $85.00

Payment Type:	Payment #:	Payment Detail:
Cash	00000286	$85.00

Fee Type	Fee Amount
Zoning Permit	$30.00
Acc Structure	$55.00

Permit Group Totals: $85.00

12/07/2019 Group Totals: **$85.00**

Totals:

Cash	$85.00
Grand Total:	$85.00

THE
ASSOCIATION OF TOWNS
OF THE
STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

150 State Street
Albany, NY 12207

Telephone
Area Code 518 – 465-7933
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LORI A. MITHEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

Dear Town Clerk:

PLEASE READ AT FIRST 2020 TOWN BOARD MEETING
Contains Dated Material to be RETURNED

The 2020 Training School and Annual Meeting of this Association will be held at the Marriott Marquis, New York City, February 16-19, 2020.

This is a training session for town officials. The following is a brief outline of events:

INFORMATIONAL HEARING from 3:00-5:00 p.m., Sunday Afternoon, February 16 – Julliard Complex, 5th Floor.

GENERAL OPENING SESSION 8:45 a.m., Monday Morning, February 17 – Broadway Ballroom, 6th Floor.

GROUP SESSIONS for various categories of town officers and special programs follow the Opening Session as will be set forth in the printed program:

Town Board Members
Building Officials
Planning & Zoning Officials
Town Justices Generally
Town Justices (Advanced, Accredited)*
Tax Collecting Officers
Fiscal Officers
Public Works & Highway
Town Clerks
Town Court Clerks
Town Attorneys

BREAKFAST WITH THE ASSOCIATION 7:30 a.m., Tuesday Morning, February 18 – Broadway Ballroom, 6th Floor.

ANNUAL BUSINESS SESSION (Official Delegates) 8:00 a.m., Wednesday Morning, February 19 – Astor Ballroom, 7th Floor.

HARRIS BEACH PLLC
ATTORNEYS AT LAW

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ALBANY, NY 12207
(518) 427-9700

MICHELLE K. PIASECKI

DIRECT: (518) 701-2741
FAX: (518) 427-0235
MPIASECKI@HARRISBEACH.COM

December 27, 2019

VIA ELECTRONIC FILING

RE: Case 19-F-0299: Application of Excelsior Energy Center, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 of the Public Service Law for Construction of a Solar Electric Generating Facility in the Town of Byron, Genesee County

**** NOTICE OF COMMENCEMENT OF STIPULATIONS PROCESS ****

Active Parties and Stakeholders:

On September 24, 2019, Excelsior Energy Center, LLC ("Excelsior Energy") filed a Preliminary Scoping Statement (PSS) in connection with its proposal to construct a 280-megawatt (MW) photovoltaic (PV) solar electric generating facility and a 20 MW energy storage system (the "Project") in the Town of Byron, Genesee County, New York (the "Town").

Upon the filing of the PSS, a pre-application intervenor fund of $98,000 was established for this proceeding. On October 28, 2019, the Town filed a request for pre-application intervenor funds in an amount totaling $98,000. In addition, on that same day, Byron Association Against Solar, Inc. ("BAAS") filed a request for $49,000 in intervenor funds. No other requests for intervenor funding were timely filed.

On November 29, 2019, the Examiners assigned to this proceeding issued a ruling awarding pre-application intervenor funds in the amount of $49,000 to the Town of Byron and $25,000 to BAAS in order to enable the Town and BAAS to make effective contributions to the review of the PSS and to encourage early and effective public involvement in the pre-application stage of this proceeding.

With the awarding of intervenor funding, Excelsior Energy may now commence the stipulations process. Accordingly, Excelsior Energy hereby provides notice of commencement of the stipulation process. Each stipulation essentially sets forth a proposed agreement among the participating parties on a particular aspect of the PSS, the studies or program of studies to be conducted, and the contents of each exhibit to be eventually included in the Application. In this regard, Excelsior Energy anticipates discussing during the negotiations the Proposed Studies detailed in its PSS concerning the environmental, preliminary engineering, socioeconomic, system benefits, and other disciplines that are required to be addressed in the applicable Article 10 regulations (16 NYCRR §§ 1001.1 *et seq.*). For ease of reference, the Proposed Studies detailed in the PSS are formatted to align with the exhibits required by the Article 10 regulations. Proposed Stipulations will be circulated in January.

CONTRACT
PRE-HOSPITAL EMERGENCY MEDICAL SERVICE

THIS AGREEMENT made as of July 1, 2014 and renewed effective July 1, 2019 by and between the Town of Bergen, a municipal corporation having its principal office at 10 Hunter Street, Bergen, NY 14416, (hereinafter collectively referred to as "Municipality") and MERCY FLIGHT, INC. d/b/a Mercy EMS, a corporation with principal office at 100 Amherst Villa Rd., Buffalo, NY 14225 (hereinafter referred to as "Ambulance Service").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the parties hereby agree to all of the following:

ARTICLE I - GENERAL PROVISIONS

Section 1.01 STATEMENT OF PURPOSE

The parties hereto mutually agree that the purpose of this Agreement is to effectuate and to encourage the furnishing of the most modern, expeditious and reliable professional emergency advanced life support/paramedic services (hereinafter referred to as paramedic services) and BLS/ILS ambulance service that is possible at a reasonable cost for those sick, disabled or injured persons within the Municipality or when Municipality requests ambulance or advanced life support/paramedic services or when Municipality receives a request for ambulance or advanced life support/paramedic services from third persons and transmits this request to Ambulance Service.

Section 1.02 SCOPE OF UNDERTAKING

(A) Ambulance Service hereby represents that it possesses the equipment, personnel and expertise to execute the terms and conditions of this Agreement and that it agrees to provide the necessary technical expertise and equipment to provide for the ambulance and emergency advanced life support/paramedic service needs of the Municipality throughout the term of this Agreement.

ARTICLE II - SPECIFICATIONS

Section 2.01 CERTIFICATE, OPERATIONS

(A) Ambulance Service shall maintain in effect an Advance Life Support ambulance service certificate from the State of New York Department of Health pursuant to Article 30 of the Public Health Law of the State of New York and notify Municipality of any suspension, revocation or disciplinary investigation or action against its certificate. Ambulance Service shall demonstrate to the satisfaction of Municipality that such certificate is in effect at the time of the execution of

this Agreement and Ambulance Service shall renew such certificate as required throughout the term of this Agreement.

(B) Ambulance Service shall, during the term of this Agreement, operate an ambulance and emergency advanced life support system to the reasonable satisfaction of Municipality, which shall conform, in all respects to all laws, ordinances, rules and regulations applicable thereto including New York State Emergency Medical Services Code and the protocols established by the Regional Emergency Medical Advisory Committee (REMAC).

(C) Ambulance Service shall primarily receive medical direction from United Memorial Medical Center and shall be governed by Western Regional Emergency Medical Advisory Committee; herein after referred to as WREMAC protocol at all times.

Section 2.02 MODES OF SERVICE

(A) Ambulance Service shall provide advanced life support (ALS)/paramedic units, intermediate life support (ILS) and basic life support units (BLS) throughout the term of this Agreement on a twenty-four hour per day basis in order to provide the services as herein required.

(B) Ambulance Service may, as a supplement to Paragraph (A) of this section, utilize the "fly car concept". A fly car may be utilized to provide ALS intercept and additional support to ILS/BLS units. For purposes of this Agreement a "fly car" shall mean a vehicle capable of transporting one (1) Paramedic with all required equipment in order to provide the services as herein specified.

(C) There shall be one (1) Paramedic and one (1) EMT-B or EMT-I assigned to each ALS ambulance unit.

(D) Upon request, Ambulance Service shall provide to the Municipality an inventory of all State Certified vehicles and additional equipment used to provide the service described above and shall promptly notify the Municipality of each change to this inventory.

Section 2.03 SCOPE OF SERVICE

(A) Advanced Life Support Service

Ambulance Service shall furnish prompt and efficient emergency advanced life support/paramedic service for sick, disabled or injured persons when called by Genesee County emergency communications in accordance herewith. Emergency advanced life support service, when used in this Agreement, shall include the transporting of persons to hospitals and the administering of services inherent therein.

(B) Basic Life Support Service

These services shall be performed at the request of the Municipality in any of the following circumstances:

(1) Service any ill, disabled or injured person in need of care as requested by pre-hospital care providers.

(2) Cooperate with and provide paramedic intercepts with other transporting ambulances in Genesee County.

(3) Allow pre-hospital care providers of the Municipality to practice skills and obtain continuing medical education under the direction of an individual skilled as a paramedic. Any agency with an ambulance will be considered the "first transport" agency. In the event that Ambulance Service is first ambulance on scene it will be considered the "first transport" agency.

(4) Ambulance Service shall comply with the National Incident Management System (NIMS) and Incident Command System (ICS) guidelines.

(C) Emergency Stand-by

Stand-by service shall be provided at all major incidents (e.g. structure fire, haz-mat incident, major police action, etc.) and at other emergency scenes whenever requested by the Municipality at no cost to the Municipality. Such service shall include the continued availability at the scene of at least one ambulance capable of providing services, until released by the highest-ranking officer at the scene. When appropriate and available, additional resources, such as an Ambulance Service Fly Car and Duty Supervisor, will be dispatched to major incidents. There will be no charge to the Municipality for stand-by services described above.

(D) Communications

(1) Ambulance Service shall comply with the Genesee County 800 MHz radio policy and shall have and maintain appropriate communications equipment in all of the ambulances, in all dispatching stations, and elsewhere as may be necessary to perform the services described above. At a minimum, Ambulance Service shall have and maintain the following capabilities.

a.) Direct radio and telephone communication between Genesee County emergency communications and the Ambulance Service, as well as each unit of the Ambulance Service within the area to be serviced at all times with communications equipment compatible to the 800MHz radio system.

b.) Direct radio or cellular telephone communications between all advanced life support ambulances and all regional hospitals.

c.) The Ambulance Service shall have and maintain the necessary redundancies in its communications systems to ensure continued communications capabilities.

(2) Ambulance Service shall receive requests for service from the Genesee County Emergency Communications dispatcher in a manner determined by the Genesee County Communications Committee and the 911 Board.

a.) Initially and for the foreseeable future, communication from the Genesee County emergency communications dispatcher to the company shall be by radio or telephone

b.) If, in the future, the Communications Committee or the 911 Board decides to change the manner of communication, the Ambulance Service shall be provided at least sixty (60) calendar days to implement the change.

(E) Hospital Selection

The hospital to which a sick, disabled or injured person is transported shall be selected according to local, regional and State policies, procedures and regulations. All on-line medical direction shall be obtained from the emergency department at United Memorial Medical Center (UMMC). Further, all off-line medical direction shall be obtained per NYSDOH guidelines, WREMAC.

(F) Records & Inspections

Ambulance Service shall maintain a record of all requests for service received from the Genesee County emergency communications dispatcher. This record shall be in an Excel compatible format and include but not be limited to:

1) Type of response:

a) Advanced life support incident

b) Basic life support incident

c) Paramedic support incident

2) Time of receipt of dispatch from Genesee County Emergency Communications dispatcher.

3) Time of arrival of the ambulance at the scene of the incident or time of cancellation of request for services.

4) Time of departure of the ambulance from the scene.

5) Time of arrival of the ambulance at a hospital.

6) These records shall be available for inspection by the Municipality upon its request subject to the provisions concerning patient confidentiality prescribed in Section 800.15 of the NYS Emergency Medical Service Code.

7) The company shall, upon request of the Municipality, permit inspection of all premises, equipment and supplies used to provide service under the agreement.

(G) Reports and Meetings

(1) The Ambulance Service shall meet with representatives of the Municipality to discuss quality assurance issues and services provided. Such meetings shall occur quarterly or more frequently as may be requested by the Municipality within three (3)-business day of notification of such request. The company shall attend and participate at monthly EMS Council meetings.

(2) The company shall provide to the Municipality on a monthly basis, a report that summarizes the company'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. The report shall contain, but not be limited to, the following information:

a) The total number of responses received by each agency for:

i. Basic life support

ii. Advanced life support

iii. Paramedic support

iv. Non-emergency transport

b) The total number of responses canceled en route by each agency and the time of cancellation, by type of request:

i. Advanced life support

ii. Basic life support

iii. Paramedic support

c) The location of each call to which the company responded.

d) The response times for each call

e) Such other information as may reasonably be requested from time to time, by the Municipality or representatives thereof.

Sections 2.04 PHYSICAL PLANT

Ambulance Service may secure additional base facilities as it may deem desirable from time to time as determined by the number and types of responses required within Municipality.

Section 2.05 EQUIPMENT

(A) Ambulance Service shall own or lease during the term of this Agreement all equipment as described below:

(1) Ambulance Service shall provide adequate staffing and equipment necessary to perform the services described herein.

(2) Ambulances shall be equipped, maintained and operated in accordance with all laws, ordinances, rules and regulations applicable thereto, including the New York State Emergency Medical Services Code.

(3) Unless written consent is obtained from the Genesee County Emergency Services Coordinator, all ambulances shall not be more than six (6) years old and/or with mileage greater than 300,000 miles.

(4) Ambulances shall be painted in a uniform manner.

(5) On a 24-hour basis, ambulances shall be properly staffed and available for dispatch in Genesee County as determined by the anticipated workload.

(6) Ambulance Service shall be responsible for the continued maintenance and repair of their ambulances.

(B) Ambulance Service shall provide in ambulances and fly cars during the term of this Agreement all supplies prescribed by the New York State Emergency Medical Services Code, WREMAC, and the Ambulance Service Medical Director.

(C) All disposable fire company medical supplies used by local EMS in the provision of patient care prior to transport by it shall be replaced at the scene, but in no event later than ten (10) days from the date of its use.

Section 2.06 PERSONNEL

(A) All employees shall meet applicable professional qualifications and certifications prescribed by the New York State Emergency Medical Services Code, the WREMAC and the Ambulance Service during the term of this Agreement.

(B) All drivers shall have the applicable license required by New York State Laws, rules and regulations. Driving record must be acceptable to both the Ambulance Service and its insurance company.

Section 2.07 RESPONSE TIME

(A) Ambulance Service shall respond to all requests for an emergency response as determined by the Genesee County Emergency Communications Dispatcher's Emergency Medical Dispatch criteria, as approved by the Genesee County Medical Director, within no more than twenty-five (25) minutes at least 90% of the time to the outermost extremes of the county, except at those times when circumstances, such as severe weather, prevent a twenty-five (25) minute response time.

(B) Non-emergent responses as determined by the Genesee County Emergency Communications Dispatcher's Emergency Medical Dispatch criteria, as approved by the Genesee County Medical Director shall be within no more than twenty- seven (27) minutes at least 90% of the time to the outermost extremes of the county, except at those times when circumstances, such as severe weather, prevent a twenty- seven (27) minute response time.

(C) All response times shall be measured or calculated as the time elapsed between the time at which request for service is received by the Ambulance Service from the Genesee County Emergency Dispatcher and the time at which emergency medical aid from the company arrives at the scene of the incident, including the arrival of a fly car. The 90% standard for responses shall apply to any calendar month period. There shall be no significant disparities in response times by time of day or by geographic area.

(D) All requests for service involving an ALS incident shall take precedence over all requests for service involving BLS incidents or non-emergent transfers.

ARTICLE III – INSURANCE & INDEMNIFICATION

Section 3.01 INSURANCE COVERAGES

Ambulance Service shall, for the protection and benefit of the Municipality and the Ambulance Service and as part of the Ambulance Service's obligations set forth in this Agreement, procure, pay for, and maintain in full force and effect, at all times during the contract or for such duration as required, policies of insurance issued by a carrier(s) authorized by the New York State Insurance Department, which afford the coverage's set forth in the contract agreement. All carriers shall have a financial rating of "A".

Ambulance Service shall maintain the following insurances and limits as imposed by law and the contract with respect to all work and operations preformed under the contract by the Ambulance Service:

a) Ambulance Service shall have and maintain such insurance as may be required by the NYS Workers' Compensation Law. Limit: Statutory

b) New York State Disability Insurance - Limit: Statutory

c) Comprehensive General Liability - Occurrence Basis; Per Project; Additional insured status on primary, not –contributory basis. Aggregate limit shall apply separately to this contract. Limit: Each Occurrence $1,000,000.00; Aggregate $2,000,000.00.

d) Comprehensive Automobile Liability –Any Auto, to include non-owned and hired car coverage. Comprehensive and collision coverage's are optional: but the contractor will be 100% responsible for all damage. Limit: Each occurrence $1,000,000.00.

e) Excess Liability, Umbrella Form - To cover bodily injury, property damage and automobile liability. Limit: Each occurrence $5,000,000.00; Retain Limit $10,000.00.

f) Ambulance Service Equipment - The Ambulance Service will be 100% responsible for all its own equipment and any under his control.

g) Professional Liability Insurance - Professional liability insurance shall contain prior acts coverage sufficient to cover all contractor services rendered. Said insurance shall be continued in effect with an executed period of two years following the end of contract services. Limit: $2,000,000.00.

Ambulance Service agrees to deliver evidence of insurance 15 days prior to commencing services. The evidence of insurance shall be executed by a dually authorized representative of the Municipality, setting forth compliance with the insurance requirements herein.

All evidence shall provide for 30 day written notice in writing prior to cancellation of material change of any insurance.

Should Ambulance Service fail to purchase and maintain any required insurance, such failure shall constitute default of this Agreement, provided that Ambulance Service may cure any such default pursuant to Section 7.08.

SECTION 3.02 INDEMNIFICATION

Ambulance Service shall indemnify and hold harmless the Municipality, its agents and employees from and against any and all liability, loss damage, suit, claim, demand, cost charge, attorney's fees and expenses of whatever kind or nature which Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of carrying out any of the provisions or requirements of this Agreement, where such loss is incurred directly or indirectly by Municipality, its employees or agents, as result of the negligence, acts or omissions, breach or fault of Ambulance Service, its agents or employees.

ARTICLE IV - MUNICIPALITY'S RESPONSIBILITIES

Section 4.01 PREFERRED PROVIDER CONTRACT

Ambulance Service shall be considered the preferred provider of the municipality into which this agreement is entered unless:

1. The municipality provides service to its residents through its own operations or existing volunteer EMS/Fire service
2. Ambulance Service resources are committed to other calls

Section 4.02 RESPONSIBILITY AT EMERGENCY SCENE

The Incident Commander in charge of the incident shall have charge of the protection of life and coordination of personnel at the scene of an emergency; subject, however, to the provisions of this section. Ambulance Service, in accordance with its reasonable discretion, shall have charge of rendering of emergency advanced life support services as defined herein to any or all sick or injured persons at the scene of an emergency, utilizing however, the volunteer fire services personnel on location. In the event, however, that action or inaction is deemed to be required for the preservation of life or personal safety due to physical circumstances that may exist at such emergency scene, the Incident Commander shall have the authority to direct or control Ambulance Service's personnel in the rendering of such services. In all other situations where life or personal safety have not become endangered, the authority of the Incident Commander shall be limited to the directing of Ambulance Service's personnel to station themselves or their equipment at such scene so that such personnel or equipment do not jeopardize the overall fire extinguishment and rescue efforts at the emergency scene.

ARTICLE V - AMBULANCE SERVICE – MUNICIPALITY COOPERATION

Section 5.01 COOPERATION

Municipality and Ambulance Service shall use their best efforts to cooperate with municipal, regional or state emergency medical service councils in order to establish and provide the most efficient and up-to-date medical services available to the residents of the Municipality.

Section 5.02 NOTICE OF COMPLAINTS

(A) Ambulance Service shall notify the Municipality of any complaint received concerning its performance under the agreement. Complaints shall be reviewed by the Municipality and directed to the appropriate authority for disposition. Complaints shall be provided in writing within ten (10) days of the receipt of said complaint and shall include any explanatory information or response to the complaint.

(B) Ambulance Service shall respond to any complaints received by the Municipality resulting from the company's performance under the agreement. Such response shall be made in writing within ten (10) days after receipt from Municipality of notice of the complaint.

(C) The company shall cooperate with the Municipality, NYS Department of Health, the local, State and Regional Medical Service Councils or any other appropriate investigative organization to review and resolve any complaint or claim.

Section 5.03 COOPERATION WITH RESEARCH GROUPS

Municipality and Ambulance Service shall give reasonable cooperation to studies relating to emergency medical services performed by Municipality or other qualified research groups.

Section 5.04 TRAINING

Ambulance Service shall cooperate, as appropriate, with Genesee County in the conduct of training, instruction and exercises relating to emergency incidents. Genesee County and Ambulance Service shall cooperate to train EMS personnel interfacing with personnel of Ambulance Service in various emergency medical techniques, and participate in ride along programs as stipulated in the NYSDOH EMS training curriculum.

Section 5.05 COOPERATION WITH OTHER PROVIDERS

Ambulance Service shall cooperate with existing local EMS providers and volunteer fire departments.

ARTICLE VI - TERMS AND RATES

Section 6.01 TERM OF AGREEMENT

This Agreement as renewed shall be for a term of five (5) years commencing at 12:00:01 A.M. on July 1, 2019 and terminating at 12:00:00 A.M. on June 30, 2024, unless terminated earlier as otherwise provided herein. This Agreement may be renewed for up to one five-year renewal period upon the written agreement of all parties. Notwithstanding the foregoing, however, either party may, for any reason, terminate this Agreement on six months written notice. Upon mutual written consent, this agreement may be modified at any time to include service to any additional municipalities within Genesee County.

Section 6.02 RATES FOR SERVICES

(A) No charge shall be made or levied upon Municipality for the performance of any services as described in this Agreement, except as herein provided.

(B) The rates that Ambulance Service may charge during the term of this Agreement for all services rendered under this Agreement to any patient are set forth in Schedule A attached hereto and made a part hereof. No other charges may be levied without the written approval and consent of Municipality. Any such approved additional charge and any rate adjustments shall cause Schedule A to be amended to reflect the same.

(C) Ambulance Service shall make a diligent effort to collect all of the charges made or levied upon its patients. The use of additional employees, attorneys or a collection agency, whichever Ambulance Service elects to use, shall be made if collection efforts are not adequate. Nothing in this Agreement shall prevent Ambulance Service from attempting to collect all of the charges made or levied upon any patient, except as herein otherwise provided, even if such patient's insurance policy does not cover the total charge. Note that Mercy Flight utilizes a Charity Care program for uninsured or underinsured patients. Mercy Flight strongly encourages participation in its Charity Care program as an alternative to formal collection processes.

ARTICLE VII - ADDITIONAL PROVISIONS

Section 7.01 INFORMATION TO BE PROVIDED TO MUNICIPALITY

Upon request at any time during the period of this Agreement, Ambulance Service shall provide to the reasonable satisfaction of Municipality, any information reasonably requested by Municipality governing Ambulance Service's compliance with the terms of this Agreement and all laws, rules and regulations of a governmental agency pertaining to the operation of advanced life support units. Such information shall be provided within the reasonable time specified by Municipality or, if no time is specified, within 30 days.

Section 7.02 COMPLIANCE WITH ALL LAWS

Ambulance Service shall during its performance of the service required pursuant to this Agreement, comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting, in any way, its actions, including, but not limited to, the Occupational Safety and Health Act, Americans with Disabilities Act and HIPAA. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Agreement shall be forthwith amended to make such insertion or correction.

Section 7.03 PROHIBITION AGAINST ASSIGNMENT

Ambulance Service is prohibited from assigning, transferring, conveying, subletting, subcontracting or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent, in writing, of Municipality, except as may otherwise be provided herein.

Section 7.04 REFUSAL TO TESTIFY

Ambulance Service shall disclose any information requested of it by any law enforcement agency, grand jury, criminal court or legislative body, so long as such requested information reasonably relates to the operations required pursuant to this Agreement. Failure to provide such information upon such proper request shall constitute grounds for termination of this Agreement.

Section 7.05 STATUS AS INDEPENDENT CONTRACTOR

Ambulance Service, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of Municipality by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of Municipality including, but not limited to, Workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

Section 7.06 GENERAL TERMINATION PROVISIONS

(A) Termination with Notice

Unless otherwise specified in this Agreement, no termination shall become effective until the defaulting party has received written notice of the default and has been given 30 days in which to correct the default. A default shall mean a material breach of any provision of this Agreement according to the language of the Agreement. Upon failure of either party to amend or correct the default within 30 days of written notice thereof, this Agreement shall terminate automatically.

(B) Immediate Termination

In the event that either party commits a willful default, which default also tends to threaten the health or safety of the residents of the Municipality, this Agreement shall terminate as hereinafter provided upon written notice of termination upon the party in default by the party in compliance.

(C) Notice of Termination

Notice of termination shall be in writing and shall be directed to the defaulting party at its last known address by registered or certified mail. The termination shall become effective at 11:59 p.m., prevailing time, on the date following the time stamped on the certified or registered mail receipt.

(D) Damages

In the event that this Agreement is correctly terminated pursuant to the termination provision of this Section or of any other Section providing for termination therein, the party in default shall make no claim whatsoever against the party in compliance for any damages resulting from such termination. The party in compliance shall, however, retain the right to recover all lost profits and any reasonable expenses in connection with such completion of the services contemplated herein.

Section 7.07 APPLICABLE LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Genesee, New York.

Section 7.08 EXTENT OF AGREEMENT

This Agreement constitutes the entire integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, Agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void, unless it is in writing, and subscribed by the party to be charged or by its authorized agent, except for those amendments provided for in this Agreement.

Section 7.09 ANTI-DISCRIMINATION

Ambulance Service shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, marital status or disability.

Section 7.10 QUALITY ASSURANCE

Ambulance Service shall maintain a quality assurance program as described in NYS Bureau of Emergency Medical Services' "Quality Improvement for Pre-hospital Providers: Workbook and Guidance Document for Service Level and Regional Level Quality Improvement Activities".

Section 7.11 SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 7.12 MUTUAL AID

Ambulance Service will participate in the Genesee County's mutual aid plan. When responding to out-of-county mutual-aid requests the Ambulance Service shall maintain a minimum of one (1) ALS ambulance in service in Genesee County. Ambulance Service will return resources to Genesee County immediately upon completion of the call. Equipment dedicated to service in Genesee County shall not be available for other regional fill in coverage.

Section 7.13 MUNICIPALITY

The term Municipality as used herein shall be the plural or the singular and shall refer to the Town of Bergen.

In Witness Whereof, the parties have signed this Agreement the day and year first written above.

Municipality: Town of Bergen

By:_____

Print Name: Ernie Haywood

Title: Supervisor

Mercy Flight, Inc. d/b/a Mercy EMS

By:_____
Margaret A. Ferrentino
Executive Vice President

SCHEDULE A

RATES FOR SERVICES RENDERED

Effective July 1, 2014

ALS I BASE RATE	$ 1,029.00
(ALS Assessment or ALS intervention)	
ALS II Base Rate	$ 1,229.00

(Administer at least 3 ALSII meds by IV push bolus or by continuous infusion or one or more of following: defibrillation, cardioversion, endotracheal intubation, CVP line, cardiac pacing chest decompression, surgical airway or Interosseous (IO)

BLS BASE RATE	$ 809.00
ALS INTERCEPT	$ 879.00
SPECIALTY CARE TRANSPORT	$ 1,429.00
MILEAGE (LOADED MILE)	$ 15.00
LIFT ASSIST	$ 50.00
TREAT AND RELEASE	$ 150.00

Rates as outlined above would increase 5% annually in July of each year beginning July of 2015. Any increase above 5% would be subject to approval of the municipality.

Equal Employment Opportunity

Our Town is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information, **reproductive health decision-making, status as a domestic violence victim** or any other protected class under federal, state or local law.

In New York, the following are a protected class: age [18 and over], race, creed, color, religion, sex, national origin, sexual orientation, disability (including use of a guide dog, hearing dog or service dog), predisposing genetic characteristics, military status, marital status, **reproductive health decision-making**, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

You may discuss equal employment opportunity related questions with the Supervisor or member of management.

Pregnancy Accommodation

The Town will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the Town will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- Allowing more frequent breaks or periodic rest;
- Assisting with manual labor;
- Modifying job duties;
- Modifying work hours/schedules;
- Temporary transfer to a less strenuous or less hazardous position; or
- Providing a leave of absence.

The Town may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- The date the reasonable accommodation became medically advisable;
- The probable duration of the reasonable accommodation; and
- An explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Bereavement Leave

Full-time employees are eligible for three paid days for the death of an immediate family member. Members of the immediate family include parent, parent-in-law, spouse, child (including step or foster children) or sibling.

Full-time employees are eligible for one paid day to attend the funeral services, wake or similar ceremony for non-immediate family member.

Bereavement leave may be used only for days an employee otherwise planned to work. Unused bereavement leave is not cumulative. Leave may be used only between the day of death and the day of the funeral, inclusive. The employee's supervisor must be notified upon learning of the death of a family member and request bereavement leave.

Victims of Crime Leave

The Town will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the Town reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Victims of Domestic Violence

The Town will grant reasonable and necessary leave from work to employees who are victims of domestic violence to:

1. **Seek medical attention for injuries caused by domestic violence**
2. **Obtain services from a domestic violence shelter, program, or rape crisis center or obtain psychological counseling**
3. **Participate in safety planning or to take other actions to increase safety from future incidents of domestic violence; and/or**
4. **Obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident of domestic violence.**

Employees may use any time off accrual to receive compensation for the leave. If no accruals are available, the leave time will be unpaid. Employees requiring leave must provide their department head with advance notice where feasible. If advance notice cannot be provided, the Town may require certification of the need for leave in the form of a police report, court order, or documentation from a medical professional, advocate or counselor. To the extent consistent with applicable law, the Town will maintain confidentiality of any information regarding an employee's status as a victim of domestic violence.