

**Work Session of the Village Board of the Village of Brockport was held in the Village Hall Conference Room 49 State Street Brockport, New York, August 28, 2017 at 7:00pm.**

**PRESENT:** Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Annette M. Crane, Trustee Katherine J. Kristansen, Trustee John D. LaPierre

**ALSO PRESENT:** Colin Arthur & David Rice of Brockport Ambulance, Michael Bove of Monroe Ambulance, Kristina Gabalski, Joan Hamlin, Christine Hamlin

This was a work session, not a regular meeting. No public comment.

- **CALL TO ORDER:**
- **ACTION ITEMS** (time sensitive):
  - Approval of any bills to be paid -

→ Trustee Kristansen moved, Trustee Andrews seconded, carried 5/0 that the bills be allowed and paid upon audit.

**A/P Clearing Account**

	<u>Abstract Date</u>	<u>Amount</u>	
FUND (A): <u>General</u>	8/29/17	\$118,068.66	
FUND (F): <u>Water</u>	8/29/17	\$1,455.97	
FUND (G): <u>Sewer</u>	8/29/17	\$7,326.96	
FUND (H): <u>Capital</u>	-	-	
FUND (T): <u>Trust &amp; Agency</u>	-	-	
			\$126,851.59 total 8/29/17

○ Approval of The Inspector, LLC as Electrical Inspection Agency (per Village Code & BI/CEO ok) -

→ Trustee Kristansen moved, Trustee Crane seconded, carried 5/0 to approve The Inspector, LLC as an Electrical Inspection Agency able to operate within the Village of Brockport.

**ITEMS FOR DISCUSSION / REVIEW:**

- Guests – leadership of:
  - Brockport volunteer Ambulance Corps, Inc. – referred to the information in the packet and provided a presentation – attached at the end of these minutes.

**EXECUTIVE SESSION:**

→ At 8:05pm, Trustee Kristansen moved, Trustee LaPierre seconded, carried 5/0 that the Board of Trustees of the Village of Brockport enter executive session to discuss a personnel matter.

→ At 8:40pm, Trustee Crane moved, Trustee Kristansen seconded, carried 5/0 that the Board of Trustees of the Village of Brockport re-enter the regular meeting.

**ADJOURNMENT:**

→ At 8:40pm, Trustee Kristansen moved, Trustee LaPierre seconded, carried 5/0 that the meeting be adjourned.

\_\_\_\_\_  
Leslie Ann Morelli, Village Clerk  
from notes of Margaret B. Blackman, Mayor





**Brockport Volunteer Ambulance Corps, Inc.**  
**P.O. Box 242 3 Burroughs Terrace**  
**Brockport, NY 14420**  
**(585) 637-1035 Fax: (585) 637-1010**

Criteria: Breakout of Calls Responded to in Calendar Year 2017

Date From: 1/1/2017  
 Date To: 7/31/2017

Call Outcome	Count	Pct
ALS Intercept, Transport by other BLS	5	0.9%
Assessed by ALS, Transported by BLS	50	8.9%
Call covered by another agency	71	12.7%
Mutual Aid (not covered by 1 <sup>st</sup> out ambulance)	32	5.7%
Cancelled, Enroute	18	3.2%
Cancelled, On Scene	27	4.8%
Dead On Scene/Field Termination	2	0.4%
No Patient Found	15	2.7%
Patient Refused Care/Transport	44	7.8%
Standby	22	3.9%
Treated, Transported ALS, other ALS on board	16	2.9%
Treated, Transferred Care	16	2.9%
Treated, Transported ALS	98	17.5%
Treated, Transported BLS	145	25.8%
<b>Totals:</b>	<b>561</b>	<b>100.0%</b>

Recap	Count	Pct
Calls covered by BVAC regardless of transport	458	81.6%
Calls covered by Mutual Aid (not covered by 1 <sup>st</sup> out amb)	32	5.7%
Calls not covered by BVAC	71	12.7%
<b>Totals:</b>	<b>561</b>	<b>100.0%</b>

Recap	Count	Pct
Pt's treated and transported by BVAC	314	56.0%
Pt's not treated/not transported by BVAC	247	44.0%
<b>Totals:</b>	<b>561</b>	<b>100.0%</b>

BVAC Transport Recap	Count	Pct
Basic Life Support (BLS) transported calls	195	62.1%
Advanced Life Support (ALS) transported calls	119	37.9%
<b>Totals:</b>	<b>314</b>	<b>100.0%</b>





**Brockport Volunteer Ambulance Corps, Inc.**  
P.O. Box 242 38 Market Street  
Brockport, NY 14420  
(585) 637-1035 Fax: (585) 637-1010

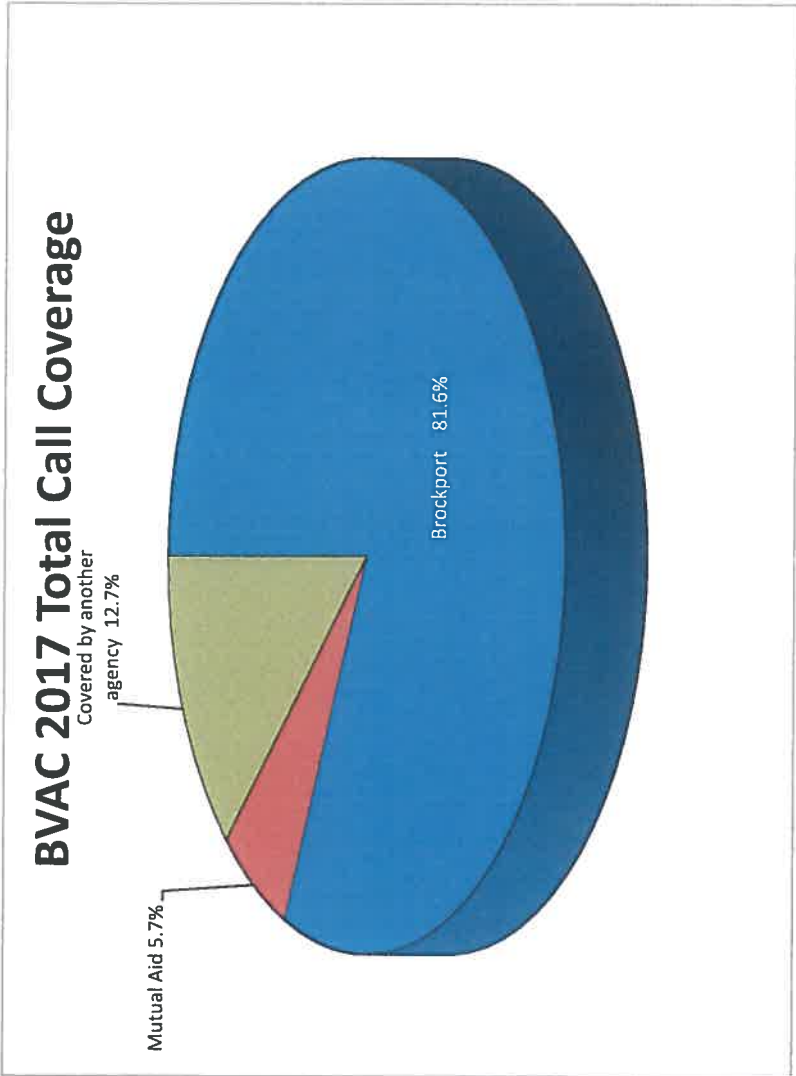
Criteria: Breakout of Calls Responded to in Calendar Year 2017

<u>Call Location</u>	<u>Count</u>	<u>Pct</u>
Brockport	438	78.1%
SUNY Brockport	76	13.5%
Sweden	28	5.0%
Clarkson	10	1.8%
Hamlin	7	1.2%
Holley	2	0.4%
<b>Totals:</b>	<b>561</b>	<b>100.0%</b>





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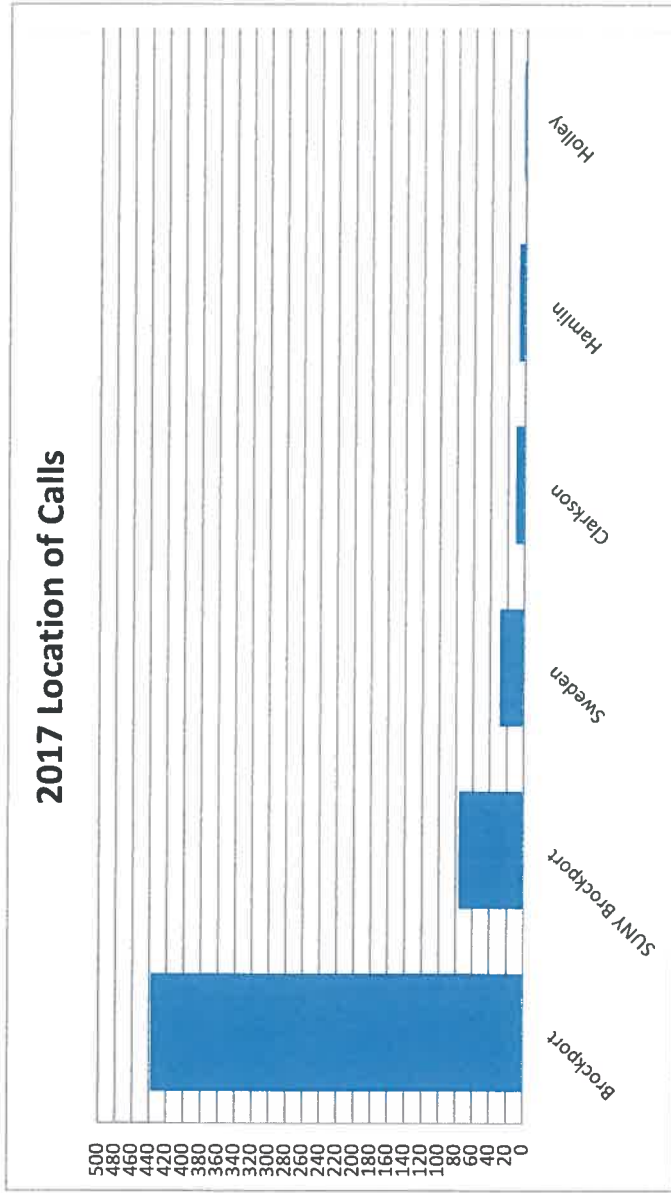








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COPY

## EMERGENCY MEDICAL SERVICES AGREEMENT

This Emergency Medical Services (EMS) Agreement dated December 6, 2011 and effective the 1st day of February 2012 (the "Agreement") by and between the **VILLAGE OF BROCKPORT**, a municipal corporation of the State of New York with offices at 49 State Street, Brockport, New York, 14420 (the "Village") and the **BROCKPORT VOLUNTEER AMBULANCE CORPS, INC.**, a Not For Profit Corporation organized under the laws of the State of New York with a principal place of business at P.O. Box 242, 38 Market Street, Brockport, New York, 14420 ("BVAC" or the "Corps"), collectively, the "Parties."

### RECITALS

1. The Village is authorized by virtue of Section 122-b of the General Municipal Law and Section 4-412 of the Village Law of the State of New York to provide general ambulance service for the purpose of treating and transporting sick and injured persons found within its boundaries to an appropriate acute care hospital.
2. The Village Board of the Village of Brockport is desirous of entering into an agreement with the BVAC to provide such ambulance service to the Village of Brockport.
3. The BVAC has trained and experienced EMS personnel and is desirous of furnishing EMS to the Village under the terms and conditions set forth herein.

In consideration of the mutual promises herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village does engage the BVAC to furnish EMS to and in the Village of Brockport and the Corps agrees to furnish such services, to wit:

### I. SERVICE TO BE PROVIDED BY THE CORPS

1. The Corps, during the term of this Agreement and any renewals hereof: (i) shall provide EMS for the Village of Brockport in the manner described herein; (ii) shall provide upon request, when needed and available, "MUTUAL-AID" to other emergency services agencies; (iii) shall provide upon request, when needed and available, "ALS INTERCEPTS" to other emergency services agencies; and, (iv) in providing above, the Corps shall staff vehicles in the manner required by the State of New York and its appropriate agencies.

2. The Corps shall respond to direct calls or those referred by any appropriate emergency services agency and shall transport sick or injured persons found within the boundaries of the Village of Brockport, or otherwise under "MUTUAL-AID", needing emergency care to an appropriate hospital. It is understood by the Parties that the "primary point of transport" shall be a hospital within Monroe County and any transport otherwise shall occur in a manner consistent with Corps written policy. This provision shall not be construed to limit the Primary Operating Territory as specified in the Ambulance Service Certificate, or otherwise limit operations pursuant to a mutual-aid agreement, in response to a disaster management situation or pursuant to temporary approval by the New York State Department of Health ("DOH").
3. The Corps may provide emergency or non-emergency transport pursuant to Article 30.10(3) of the Public Health Law on a case-by-case basis as prescribed by applicable Corps guidelines.
4. The Corps agrees to provide, or otherwise fund, training and continuing education of its staff and membership, including such certifications and re-certification as may be required by law.
5. The Village shall take all necessary steps to transfer its New York State DOH Ambulance Service Certificate ("Operating Certificate") to the Corps, and once transferred, the Corps agrees to keep in force such Operating Certificate, and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and New York State Emergency Medical Services Code.
6. The Corps agrees to provide upon request, when available and needed, CPR training to any department of the Village so desiring such training. The Corps shall charge no fees for said training other than those reasonably associated with the costs of equipment and supplies.
7. The Corps agrees to provide upon request, when available and needed, ambulance standbys at any Village or community function. The Corps shall provide such service at no cost to the Village or group requesting said service.
8. The Corps agrees to provide other community services for the Village of Brockport upon request, when available and needed, that are consistent with the mission of the Corps.

## II. CONTRACT CONSIDERATION

1. The Parties hereby agree that the consideration for this contract shall be as follows: the BVAC shall pay to the Village the sum of fifty-five thousand dollars (\$55,000), to be held in escrow by counsel on behalf of the Village pending the successful transfer of the Village's Operating Certificate to the Corps, and the Corps will provide services, as fully detailed in this Agreement, to the Village, and in return, the Village will allow all third party billing money received subsequent to the Operating Certificate transfer to be received directly by the Corps and shall transfer the right to, title to and ownership of the vehicles and equipment described on Schedule B and Schedule C, respectively, attached hereto, to the BVAC, the value of which, the parties have agreed is approximately seventy-seven thousand four hundred ninety dollars (\$77,490). The parties have mutually determined that the consideration detailed herein is fair and adequate for the promises and provisions agreed to by the Parties in the making of this Agreement.
  
2. During the term of this Agreement, as well as during the automatic extension period set forth in Paragraph I of the "General Provisions" section of this Agreement hereinbelow, no charge will be made to the Village by the Corps in connection with the Corps' performance of any of the EMS services described in the Agreement, except as specifically provided for under other applicable sections of the Agreement.

## III. USER BILLING

The Village hereby authorizes and expects the Corps, pursuant to law including New York State Comptroller Opinion 91-20 and the authority contained in Section 122-b(2) of the General Municipal Law of the State of New York, either directly or through a billing service agency contracted by the Corps, to establish and collect fees or charges for services rendered by the Corps. Such fees or charges may be billed directly to the user's insurance carrier, in such instances that the user's insurance contract so provides, for such direct payment so long as a copy of said bill is also sent to the user. The Corps, or the billing service agency contracted by the Corps, shall keep proper records and account for all moneys so received for services provided by the Corps, which shall be available to the Village for inspection upon request, at a time and place agreeable to both Parties. Nothing herein shall be construed to prevent the Corps from soliciting and accepting donations and from conducting fund raising activities to assist in defraying its operating and capital expenses.

#### **IV. LIABILITY AND INSURANCE**

1. The Corps agrees to provide at its own cost and expense, commercial insurance, general liability insurance, employer's and worker's compensation insurance, fidelity bonding, and vehicle insurance, as set forth on Schedule A attached hereto naming the Village of Brockport as an additional insured.
2. The Corps agrees to defend, indemnify and save harmless the Village, its officers, agents and/or employees, from any liability imposed upon the Village, its officers, agents and/or employees arising from the acts, omissions, activities, operations, negligence, active or passive, of the Corps, its officers, agents, members and/or employees.
3. The Village agrees to defend, indemnify and save harmless the Corps, its officers, agents, members and/or employees, from any liability imposed upon the Corps, its officers, agents, members and/or employees arising from the acts, omissions, activities, operations, negligence, active or passive, of the Village, its officers, agents, and/or employees and not otherwise covered by insurance required herein.

#### **V. SUPPORT SERVICES**

1. The Village shall permit the Corps to obtain fuel from Village fuel pumps. The Village agrees to periodically bill the Corps, but no more frequent than on a calendar quarter, at the standard Village rate, for any fuel obtained by the Corps.
2. The Village shall permit the Corps to avail itself to those other services it currently uses and may utilize during the term of this Agreement including, but not limited to, purchasing of office supplies, office and other non-EMS equipment, and postage of authorized mail. The Corps shall reimburse the Village for reasonable costs associated with the use of these services.

#### **VI. MISCELLANEOUS MATTERS**

1. The Corps shall file with the Village Treasurer and/or Village Clerk, at least annually, a list of its current directors and officers.
2. The Corps shall also file with the Village Mayor, on a quarterly basis, a statement showing the number of ambulance calls made during the prior quarter to locations within the Village and locations outside the Village by reasons of MUTUAL-AID and ALS INTERCEPTS.

## VII. CORPS MANAGEMENT

The Corps' Board of Directors shall have sole authority and control over the management of the Corps' operations, assets, revenues and expenditures in a manner consistent with its to be amended and restated certificate of incorporation, bylaws, policies and procedures unless otherwise specifically provided under the terms and provisions of this Agreement.

## VIII. FACILITY

1. For the term of this Agreement, or for as long as the Village may own the facility located at 38 Market Street, Brockport, New York, 14420, whichever is shorter:
  - A. The Village agrees to provide, at a monthly rate of \$1.00, the facility, or specified portions thereof, for the Corps to occupy for the purposes of providing EMS. This facility: (i) includes the main building at said location, (ii) is suitable for the purposes of housing all EMS vehicles owned and/or operated by the Corps, and (iii) has suitable sleeping quarters, kitchen equipment, toilets, shower and laundry facilities. The Village further agrees to use its best efforts to provide temporary facilities in case of emergency.
  - B. If the Village and the Corps mutually determine at a future date that the facility outlined Section VIII Number 1 no longer efficiently and/or effectively meets the requirements to house EMS vehicles and EMS equipment, the Village and Corps may mutually agree to base the Corps' operations in another facility of like kind. Such a modification to this Agreement must be made in writing and subscribed to by the Parties.
  - C. The Village agrees to provide repairs and maintenance of the facility and grounds, specifically those areas occupied or used by the Corps, including, but not limited to, building repairs, maintenance and cleaning, necessary yard work, upkeep of all signage and parking lots. Upkeep of parking lots includes, but is not limited to, snow and ice removal and sanding as necessary. The Village shall also be responsible for capital improvements to the facility.
  - D. The Corps agrees to reimburse the Village for its pro-rata share, as mutually determined by the Parties, of utilities for said facility including, but not limited to: telephone, electric, heating fuel, water and sewer.

- E. The facility shall be used, occupied, operated, maintained and repaired in accordance with this Agreement so as to be in compliance with all applicable federal, state, county and Village laws, statutes, ordinances, rules and regulations.
- F. The Village agrees to provide insurance coverage of the facility and fixtures in normal and customary amounts and to name the Corps as an additional insured.
- G. Upon expiration of this Agreement, or the termination of its occupancy of the facility, whichever is shorter, the Corps shall, at its own cost and expense, remove, within a reasonable period of time, as mutually agreed to by the Parties, any and all Corps vehicles and equipment from the facility and surrender possession thereof to the Village in good order and condition, except for ordinary wear and tear. The Village shall conduct a final inspection of the facility, at the Village's cost and expense, at the time the Corps surrenders the facility, or the specific portions used by the Corps, to the Village in order to determine the existence of any damage considered by the Parties to be other than ordinary wear and tear. In the event that any damage is considered by the Parties to be other than ordinary wear and tear of the facility, or those specific portions used by the Corps, those damages will be clearly documented and a repair plan, with estimated costs to correct, will be mutually agreed to, in writing, by the Parties.

### IX. VEHICLES

- 1. The Village agrees to transfer to the Corps legal title to currently owned emergency vehicles, as set forth on Schedule B attached hereto for a total purchase price as outlined in Section II of this Agreement. The Corps shall have all rights of ownership and have full power to sell, trade or otherwise dispose of said vehicles subsequent to transfer.
- 2. The Corps agrees to provide vehicle insurance as set forth on Schedule A attached hereto and to name the Village of Brockport as an additional insured.
- 3. The Corps agrees to provide vehicle maintenance and repair.
- 4. The Corps at its sole cost and expense shall purchase any additional vehicles deemed needed by the Corps to continue its provision of EMS to the Village in accordance with this Agreement.



## X. EQUIPMENT AND SUPPLIES

1. The Village agrees to transfer to the Corps legal ownership of all equipment and supplies currently in the possession of the Corps, including the most significant items as set forth on Schedule C, but not limited to, all ambulance equipment, first-aid supplies, training supplies and equipment, office equipment, computers, building furnishings, portable and mobile communications equipment for a total purchase price of as outlined in Section II of this Agreement. The Corps shall have all rights of ownership and have full power to sell, trade or otherwise dispose of said equipment and supplies subsequent to transfer.
2. For the term of this Agreement, or for as long as the Village may own the facility, whichever is shorter, the Village shall retain ownership of the FCC license and base station located at 38 Market Street, Brockport, New York 14420. During such time, the Village will continue to allow the Corps to operate under its current FCC license while the Corps pursues obtaining its own FCC license.
3. The Corps further agrees to purchase, at its sole cost and expense, all future equipment and supplies deemed needed by the Corps to continue its provision of EMS to the Village in accordance with this Agreement.

## GENERAL PROVISIONS

1. The term of this Agreement shall commence February 1, 2012 and expire January 31, 2017. This Agreement shall be automatically renewed for an additional term of five (5) years, unless either party shall notify the other in writing, on or before the twentieth (20th) day of August 2016, of its election not to renew or to renegotiate.
2. It is hereby mutually covenanted and agreed that the relationship of the Corps to the Village under this Agreement shall be that of an independent contractor and not a joint venture, agent or employer.
3. Nothing in this Agreement shall be construed, whether in whole or in part, as prohibiting the Corps from entering into any other contractual relationship whether with other municipalities or other organizations or entities.

4. In no event shall the Village be liable or responsible for any expense or liability of the Corps unless the Village has specifically agreed to be responsible or liable therefore in this Agreement or in a written resolution duly adopted by the Village Board.
5. The Corps is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Village.
6. This Agreement may be executed in counterparts, each of which shall constitute an original Agreement.
7. Any and all notices and payments required hereunder shall be addressed as follows, or to such address as may hereafter be designated in writing by either party hereto:

To Village: Mayor  
Village Of Brockport  
49 State Street  
Brockport, New York 13850

To Corps: President, Board of Directors  
Brockport Volunteer Ambulance Corps, Inc.  
P.O. Box 242  
Brockport, New York 14420

To Corps  
Corporation Counsel: Kevin G. Johnson, Esq.  
Klafehn & Heise  
13 Water Street  
Brockport, New York 14420

7. Either party may terminate this Agreement if the other party breaches this Agreement provided the alleged breach has not been cured or corrected by said party within 30 (thirty) days of its receipt of a written notice specifying the breach.
8. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver

shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any breach unless the waiver shall include same.

9. This Agreement shall be governed by the laws of the State of New York. The venue for the adjudication of any disputes concerning the terms of this Agreement shall be in Monroe County, New York.
10. In the event any part of this Agreement becomes unenforceable, illegal or otherwise improper, by virtue of change of law, regulation, protocol or fact, each party agrees to perform to the maximum extent allowable under the Agreement and to take all reasonable measures to modify this Agreement as expediently as possible to bring this Agreement, duly modified, into compliance with all federal, state and local laws, regulations and protocols.
11. This Agreement and all attached schedules constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.

The Village of Brockport has caused its corporate seal to be affixed hereto and this Agreement to be signed by Maria Connie Castaneda, its Mayor, duly authorized to do so, and to be attested to by Leslie Ann Morelli, Village Clerk, and the said Brockport Volunteer Ambulance Corps, Inc. has caused its corporate seal to be affixed hereto and this Agreement to be signed by its President, the day and year first above written.

VILLAGE OF BROCKPORT

By: Maria C. Castaneda

Maria Connie Castaneda

Its Mayor

(SEAL OF THE VILLAGE OF BROCKPORT)

Attest:

Leslie Ann Morelli  
LESLIE ANN MORELLI, Village Clerk



Brockport Volunteer Ambulance Corps, Inc.

By: David E. Rice

David E. Rice

Its President

(SEAL OF Brockport Volunteer  
Ambulance Corps, Inc.)

## SCHEDULE A

### Brockport Volunteer Ambulance Corps, Inc. SCHEDULE OF INSURANCE COVERAGE

General Liability	\$1,000,000 per occurrence 3,000,000 aggregate
Director & Officer	1,000,000 per occurrence 3,000,000 aggregate
Umbrella	5,000,000 per occurrence 10,000,000 annual aggregate
Business personal property	50,000 blanket
Emergency equipment	Guaranteed replacement cost
Automobile	1,000,000 bodily injury/property damage 150,000 personal injury protection (PIP)
Fidelity Bonding	100,000 general blanket 400,000 officer endorsement
Worker Compensation	Coverage to be provided by New York State Insurance Fund

## **SCHEDULE B**

### **Brockport Volunteer Ambulance Corps, Inc. SCHEDULE OF VEHICLES**

2397	Fly Car	2001	Ford	VIN: 1FMPV16L01LA49558
2329	Ambulance	2002	Braun	VIN: 1FDWE35F92HA69005
2339	Ambulance	2006	Horton	VIN: 1FDWE35P06HA88606
2319	Ambulance	2008	Horton	VIN: 1GBJG316781207077

## **SCHEDULE C**

### **Brockport Volunteer Ambulance Corps, Inc. SCHEDULE OF EQUIPMENT**

Medtronic/Physio Control LifePak 12 cardiac monitor/defibrillator (three (3))

Medtronic/Physio Control LifePak 500 cardiac defibrillator (six (6))

Stryker MX Pro manual lift stretcher (two (2))

Stryker Power Pro XT hydraulic lift stretcher

Stryker Stair Pro stair chair (three (3))

Panasonic Toughbook laptop computers and accessories (four (4))

Miscellaneous personal protective clothing

Motorola CDM 1250 mobile radio unit and acc. (four (4))

Motorola HT 1000 portable radio units and acc. (ten (10))

Motorola vehicle charger units and acc. (four (4))

Hantech digital pagers (twenty (20))

Motorola audio pagers (twenty (20))

Laerdal Resusci Anne CPR manikin – adult (three (3))

Laerdal Resusci Anne CPR manikin – child (four (4))

Laerdal Resusci Anne CPR manikin – infant (four (4))

Laerdal airway management trainer

Laerdal IV management arm

Miscellaneous office furniture and equipment

Miscellaneous basic and advanced life support supplies and equipment

