

Agenda

July 17, 2023

at School

Town of Arietta

- Call to Order
- Pledge of Allegiance
- Roll Call
- Motion to approve minutes for the July 3, 2023 meeting
- Presentation: Drescher & Malecki LLP Audit
- Resolutions
 - **23-07-37** Auction the Equipment Storage Building
 - **23-07-38** ALS Fly Car Service Agreement

- **Snowmobile Trails –Grier**
- **Town Buildings and Grounds - Stobo**
- **Internal Management / Insurance,**
- **Recreation, Website & Chamber- C Wilt**
- **Finance / Airport-C. Rhodes**
- **Lake / Dam / Invasive/campsite -Rudes**
- **Superintendents report– Craig Small**
- **Codes and Zoning – Mel Lascola**

- **Old Business**
 - Veterans- Roll of Honor and Memorial
 - Frontier Lease

- **New Business**
 -
- Motion to accept the bills
- Public Comment
- Designation of next Meeting August 7, 2023
- **Motion to adjourn**

TOWN OF ARIETTA

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

July 17, 2023, at 5:00 pm

Resolution # 23-07-37

Subject: **Authorizing Disposition of the Town of Arietta Highway Garage**

Resolution Offered By: _____

WHEREAS: with the construction of the new Equipment Storage Building, it is necessary to remove the current highway structure from the property, and

WHEREAS: since it is no longer needed by the Town of Arietta Highway Department, the Highway Superintendent has recommended that it be disposed of from the Town inventory, and

THEREFORE, LET IT BE RESOLVED: the Town of Arietta Town Board authorizes the aforementioned structure to be listed for auction on 7/31/23 for fifteen (15) days with Auctions International and an advertisement to be placed in the newspaper to notify anyone interested to visit the Auction International website. The winner of the said auction will be given access to remove the structure on 9/1/23, with full removal, down to the slab, no later than 9/30/23. Any proceeds of the auction shall be a revenue credit to Revenue Account A0-2665 Sale of Equipment, and

FURTHER, LET IT BE RESOLVED: the Town Supervisor is to ensure that proper inventory notes be recorded when the transactions are completed.

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

| AYES: | NOES: | ABSTAIN | ABSENT: |
|------------------------|------------------------|------------------------|------------------------|
| Jacquelyn Grier _____ | Jacquelyn Grier _____ | Jacquelyn Grier _____ | Jacquelyn Grier _____ |
| Sarah Rudes _____ | Sarah Rudes _____ | Sarah Rudes _____ | Sarah Rudes _____ |
| Douglas Stobo _____ | Douglas Stobo _____ | Douglas Stobo _____ | Douglas Stobo _____ |
| Christy Wilt _____ | Christy Wilt _____ | Christy Wilt _____ | Christy Wilt _____ |
| Christian Rhodes _____ | Christian Rhodes _____ | Christian Rhodes _____ | Christian Rhodes _____ |

Town Clerk

Date

TOWN OF ARIETTA

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

July 17, 2023, at 5:00 pm

Resolution # 23-07-38

Subject: CONSENT, ASSIGNMENT, AND ASSUMPTION OF AGREEMENT FOR AMBULANCE SERVICE by and among the TOWNS OF ARIETTA AND LAKE PLEASANT, MUNICIPAL CORPORATIONS IN NEW YORK (“Towns”), GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS (“GAVAC”), and PRIORITY AMBULANCE NEW YORK, LLC d/b/a LAKE VALLEY EMS (“Lake Valley EMS”).

Resolution Offered By: _____

WHEREAS: the Town of Arietta in April 2019 entered into an Agreement for emergency medical and ambulance services including prehospital emergency treatment and Advanced Life Support (“ALS”) fly car services for its residents and non-residents for medical emergencies occurring in the Town, and

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

WHEREAS: the Town has received a new Consent, Assignment and Assumption of Agreement for Ambulance Service as GAVAC has agreed to sell substantially all its assets to Lake Valley EMS, and Lake Valley EMS will commence the provision of ambulance services in the same area previously served by GAVAC as per the attached Agreement, and

WHEREAS: the Assignor GAVAC hereby assigns, sells, transfers, and conveys to Assignee Lake Valley EMS, as of the Effective Date, all the Assignor's right, title, interest, and obligations under the Agreement, and

WHEREAS: the Assignee Lake Valley EMS hereby (a) assumes all of the Assignor's right, title, interest, and obligations under the Agreement, and (b) agrees to perform, and be bound by, all obligations and satisfy all conditions to be performed or satisfied by Assignor under the provisions of the Agreement, and

WHEREAS: the Town of Arietta consents to this Assignment and Assumption and agrees that, commencing upon the Effective Date of this Assignment, it will look solely to Assignee Lake Valley EMS as its ambulance service provider under the Agreement, and

THEREFORE, IT IS RESOLVED: the Town Board of the Town of Arietta hereby approves the Consent, Assignment, and Assumption of Agreement for Ambulance Service, as per the attachment, by and among the Towns of Arietta and Lake Pleasant, Municipal Corporations in New York (“Towns”), Greater Amsterdam Volunteer Ambulance CORPS (“GAVAC”), and Priority Ambulance New York, LLC d/b/a Lake Valley EMS (“Lake Valley EMS”) and authorizes the supervisor to execute the agreement on behalf of the Town of Arietta.

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

| AYES: | NOES: | ABSTAIN | ABSENT: |
|------------------------|------------------------|------------------------|------------------------|
| Jacquelyn Grier _____ | Jacquelyn Grier _____ | Jacquelyn Grier _____ | Jacquelyn Grier _____ |
| Sarah Rudes _____ | Sarah Rudes _____ | Sarah Rudes _____ | Sarah Rudes _____ |
| Douglas Stobo _____ | Douglas Stobo _____ | Douglas Stobo _____ | Douglas Stobo _____ |
| Christy Wilt _____ | Christy Wilt _____ | Christy Wilt _____ | Christy Wilt _____ |
| Christian Rhodes _____ | Christian Rhodes _____ | Christian Rhodes _____ | Christian Rhodes _____ |

Town Clerk

Date

**CONSENT, ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR
AMBULANCE SERVICE**

THIS CONSENT, ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment"), is made as of _____, 2023, by and among the TOWNS OF ARIETTA AND LAKE PLEASANT, MUNICIPAL CORPORATIONS IN NEW YORK ("Towns"), GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS ("GAVAC"), and PRIORITY AMBULANCE NEW YORK, LLC d/b/a LAKE VALLEY EMS ("Lake Valley EMS").

WITNESSETH:

WHEREAS, Towns and GAVAC are parties to an Agreement for ambulance services dated on or about April 1, 2019 (the "Agreement"), a copy of said Agreement being attached hereto as Exhibit 1 and incorporated herein by reference;

WHEREAS, Assignor GAVAC has agreed to sell substantially all of its assets to Lake Valley EMS, and Lake Valley EMS will, upon closing of that sale, commence the provision of ambulance services in the same areas previously served by GAVAC. In connection with that transition in ambulance service providers, GAVAC desires to assign all of its right, title, and interest in the Agreement to Assignee Lake Valley EMS, and Assignee Lake Valley EMS desires to assume the same upon closing of the asset sale (the "Effective Date"), as more fully set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and paid, the parties hereto hereby agree as follows:

- 1. Definitions; Integration of Agreement.** Any capitalized term used but not defined herein shall have its respective meaning as set forth in the Agreement. This Assignment and the Agreement shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of this Assignment shall, in all instances, control and prevail. Exhibit 1 is a true and complete copy of the Agreement.

- 2. Assignment and Assumption of Agreement.**
 - (a) Assignment.** Assignor GAVAC hereby assigns, sells, transfers, and conveys to Assignee Lake Valley EMS, as of the Effective Date, all of Assignor's right, title, interest, and obligations under the Agreement.

 - (b) Assumption.** As of the Effective Date, Assignee Lake Valley EMS hereby (a) assumes all of Assignor's right, title, interest, and obligations under the Agreement, and (b) agrees to perform, and be bound by, all obligations and satisfy all conditions to be performed or satisfied by Assignor under the provisions of the Agreement.

 - (c) Consent by Towns.** Towns consent to this Assignment and Assumption and agrees that, commencing upon the Effective Date of this Assignment, it will look solely to Assignee Lake Valley EMS as its ambulance service provider under the Agreement.

GAVAC and/or Lake Valley EMS shall notify Towns when the asset sale is completed and that date shall be the Effective Date of this Assignment.

3. Change of Notice Address. As of the Effective Date, Assignee's address for all notices permitted or required under the terms of the Agreement shall be:

Priority Ambulance/Lake Valley EMS
9721 Cogdill Road, Suite 302
Knoxville, TN 37932
Attn: General Counsel

4. General Provisions.

- (a) **Counterparts.** This Assignment may be executed in one or more counterparts, and all such executed counterparts shall constitute one agreement, binding on all the parties hereto. Any signature to this Assignment transmitted by email or facsimile shall be deemed an original signature hereto.
- (b) **Authority.** Each of the parties to this Assignment represents and warrants that it has full power and authority to execute this Assignment and to perform its obligations hereunder and that any and all consents and/or approvals necessary and/or required in connection therewith have been obtained.
- (c) **Changes to Agreement.** Except as provided below, the terms of the Agreement remain in full force and effect and are not changed or altered by this Assignment. The parties agree that the following changes to the Agreement shall take effect upon the Effective Date of this Assignment:

[signature page follows]

WITNESS the following signatures as of the date first above written.

TOWN OF ARIETTA, NEW YORK

By: _____
Name: []
Title: []

TOWN OF LAKE PLEASANT, NEW YORK

By: _____
Name: []
Title: []

GAVAC

By: _____
Name: Thomas P. Pasquarelli, Jr.
Title: Executive Director

LAKE VALLEY EMS

By: _____
Name: Tony Anteau
Title: Region President

Exhibit 1
Agreement

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

THIS AGREEMENT, as of the first day of April, 2019, between the **TOWN BOARD OF THE TOWN OF ARIETTA** a municipal corporation with its offices located at 1722 State Route 8, Piseco, NY 12159 and the **TOWN BOARD OF THE TOWN OF LAKE PLEASANT** a municipal corporation with its offices located at 2679 State Route 8, Lake Pleasant, NY 12108 (hereinafter collectively "TOWNS") and the **GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS., INC.** (hereinafter "GAVAC"), a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business located at 24 Gardner Place, Amsterdam, New York 12010;

WITNESSETH

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

WHEREAS, the TOWNS may jointly, pursuant to General Municipal Law 122-b, provide for emergency medical services or a general ambulance service for the purpose of

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

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

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

1. TERM:

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

b This AGREEMENT shall be automatically renewed for five (5) additional, one-year terms of January 1 to December 31 in each of the years 2020, 2021, 2022, 2023 and 2024 unless either party notifies the other in writing prior to November 1 of the preceding year that it elects to terminate this AGREEMENT

2. **CONSIDERATION:**

a. For the services hereunder, the TOWNS shall pay a base fee to GAVAC in the annual sum of \$107,345 ("Base Fee"), which sum shall be prorated for 2019 to \$80,508.75 or such lesser amount to be determined on a prorated basis as of the actual date of commencement of services based upon the number of days remaining in calendar year 2019 as the numerator and 365 as the denominator of the fraction multiplied by the Base Fee for 2019 set forth above pending the Paragraph (D) date of ambulance service certificate issuance. The TOWNS shall equally share the expense of such fee, but shall remain jointly liable for the payment of such to GAVAC under this AGREEMENT.

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

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

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

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

3. GAVAC'S OBLIGATIONS:

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

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

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

4. TOWNS' OBLIGATIONS:

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

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

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

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

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

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

GAVAC to cancel this AGREEMENT immediately upon implementation of such reduced or diminished fees.

g. Pursuant to the express terms of this AGREEMENT and to the fullest extent permitted by law, TOWNS delegate and assign to GAVAC all of TOWNS' authority, rights, and responsibilities to pursue and obtain revenue recovery from those persons and entities lawfully responsible for the payment of charges for ambulance and emergency medical services (including BLS and ALS related charges of every sort), provided in TOWNS, as and for the compensation to GAVAC under this AGREEMENT generally and as specifically referenced previously in Paragraph 2(b) hereof.

5. REVENUE RECOVERY:

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

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

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

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

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

statements, etc.) at revenue recovery and all funds received by billing vendor through revenue recovery for GAVAC services provided in the TOWNS shall be kept discrete and readily identifiable as generated by services provided by GAVAC.

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

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

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

8. **AUDIT AND FINANCIAL CONTROL:** GAVAC recognizes that the TOWNS have a fiduciary responsibility to monitor the financial reporting and transactions associated with

the provision of ambulance and ALS (fly car) services and given the requirements of the New York State Comptroller's Office that impose oversight obligations on insurance revenue recovery programs.

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

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

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

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

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

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

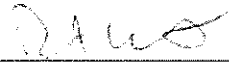
10. VENDOR STATUS: GAVAC is a contract vendor to the TOWNS. GAVAC is neither an agent nor a department of the TOWNS. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

11. CONTINUITY AND EFFECTIVE DATE OF AMENDMENTS: It is the intent of the parties that all terms and conditions set forth in this AGREEMENT shall continue


and be deemed uninterrupted and such new or amended terms as included herein shall be given retro-active effect to the date of original agreement unless expressly stated otherwise

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

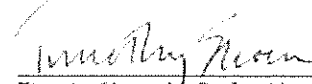
TOWN OF ARIETTA

By: 
Richard A. Wilt, Town Supervisor

TOWN OF LAKE PLEASANT

By: 
Daniel Wilt, Town Supervisor

GREATER AMSTERDAM VOLUNTEER AMBULANCE CORPS., INC.

By: 
Timothy Shoen, M.D., President

SCHEDULE A

RATE SCHEDULE

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

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

Chris D. Rhodes, Supervisor
TOWN OF ARIETTA
in
HAMILTON COUNTY, NY
www.townofarietta.com
PO Box 37
Piseco, NY 12139
TEL: (518) 548-3415 FAX: (518) 548-6203

April 12, 2023

RE: Agreement with Greater Amsterdam Volunteer Ambulance Corps., Inc. (GAVAC)

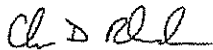
GAVAC Ambulance is being acquired by Lake Valley EMS.

The Town of Arietta wishes to continue its contract with GAVAC/Lake Valley EMS to provide Advanced Life Support (ALS) fly car service for the remainder of the agreement terms.

The Town of Arietta acknowledges that Lake Valley EMS has a rate increase for ambulance transports over and above what GAVAC would charge, but the Town of Arietta does not require that service. If this service happened to be provided, it would be paid through patient insurance recovery at no additional cost to the Town of Arietta

Lake Valley EMS will fulfill GAVAC's obligation to the Town of Arietta's existing agreement to provide ALS fly car services.

Sincerely,



Chris D. Rhodes, Supervisor
Town of Arietta



Town Of Lake Pleasant
P.O. Box 799
2679 State Route 8
Lake Pleasant, NY-12108
518-548-3625

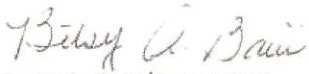
April 7, 2023

To Whom it may concern,

The Town of Lake Pleasant wishes GAVAC / Lake Valley EMS to continue the Paramedic Fly Car Services and we are fine with a rate change for ambulance Transports that Lake Valley EMS does.

We appreciate you all, for everything you do to help our community's needs.

Thank you


Betsy A. Bain/Supervisor