



TOWN OF ARIETTA

in

HAMILTON COUNTY, NY

toa@townofarietta.com

1722 State Route 8

PO Box 37

Piseco, NY 12139

TEL: (518) 548-3415 FAX: (518) 548-6203

Agenda

December 16, 2024

5pm at Piseco Common School

Town of Arietta

- Call to Order
- Pledge of Allegiance
- Roll Call
- Motion to approve minutes for the December 2, 2024 meeting

- Resolutions
 - **24-12-67** **EMS Agreement**
 - **24-12-68** **Transfer of Funds**
 - **24-12-69** **Adirondack Park Review Board Agreement**

- **Snowmobile Trails – Grier**
- **Town Buildings / Grounds - Stobo**
- **Recreation / Website / Campsite - Wilt**
- **Lake / Dam / Cemetery - Rajca**
- **Finance / Airport / Internal Management / Insurance - Rhodes**
- **Superintendent / Report – Small**
- **Codes and Zoning – Lascola**

- **Old Business**

- **New Business**
 - Schedule close-out meeting for 2024 on December 30th
 - Motion to go out for fuel bids (propane, oil, and avgas) and set opening date

- Motion to accept the bills
- Public Comment
- Designation of next Meeting on Monday, December 30, 2024 at 5pm
- **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:

December 16, 2024 at 5:00pm

Resolution # 24 - 12 - 67

Subject: Approval of Contract between the Towns of Arietta, Lake Pleasant and Wells and Priority Ambulance New York, LLC d/b/a Lake Valley EMS (“Lake Valley EMS”) for ALS Fly Car Service in the Towns of Arietta, Lake Pleasant and Wells

Resolution Offered By: _____

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

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

WHEREAS: The Town desires to enter into a contract with the Town of Lake Pleasant, the Town of Wells, and the Priority Ambulance New York, LLC d/b/a Lake Valley EMS (“Lake Valley EMS”) for ALS Fly Car Service in the Towns of Arietta, Lake Pleasant, and Wells.

THEREFORE, IT IS RESOLVED: the Town Board of the Town of Arietta hereby approves the “Agreement Between Towns of Arietta, Lake Pleasant, and Wells and Priority Ambulance New York, LLC d/b/a Lake Valley EMS (“Lake Valley EMS”) for ALS Fly Car Service in the Towns of Arietta, Lake Pleasant, and Wells” 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 _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
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

AGREEMENT BETWEEN
TOWNS OF ARIETTA, LAKE PLEASANT AND WELLS
AND

PRIORITY AMBULANCE NEW YORK, LLC D/B/A LAKE VALLEY EMS

THIS AGREEMENT, as of the _____ day of _____, 2024, between the TOWN BOARD OF THE TOWN OF ARIETTA a municipal corporation with its offices located at 1 722 State Route 8, Piseco, N.Y. 12139, the TOWN BOARD OF THE TOWN OF LAKE PLEASANT a municipal corporation with its offices located at 2679 State Route 8, Lake Pleasant, NY 12108, and the TOWN BOARD OF THE TOWN OF WELLS a municipal corporation with its offices located at 1438 State Route 30, Wells, NY 12190 (hereinafter collectively "TOWNS") and PRIORITY AMBULANCE NEW YORK, LLC d/b/a LAKE VALLEY EMS a limited liability company located at 24 Gardner Place, Amsterdam, New York 12010 (hereinafter "LAKE VALLEY EMS");

WITNESSETH:

WHEREAS, LAKE VALLEY EMS 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 operates 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 LAKE VALLEY EMS 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 LAKE VALLEY EMS to furnish ALS fly car service to and within such TOWNS, and LAKE VALLEY EMS agrees to furnish such ALS fly car service, subject to the following provisions:

1. TERM:

This AGREEMENT is for an initial term of three (3) years commencing on the effective date of January 1, 2025.

2. CONSIDERATION:

a. For the services hereunder, the TOWNS shall equally pay an annual base fee to Lake Valley EMS as follows:

Year of Service	Total Annual Fee	Prorated for Each Town
01/01/2025 – 12/31/2025	\$350,000.00 ("Base Fee")	\$116,666.67
01/01/2026– 12/31/2026	\$364,000.00 (4% Increase)	\$121,333.33
01/01/2027– 12/31/2027	\$382,200.00 (5% Increase)	\$127,400.00

Each TOWN may receive credit for any TWIGS money or billing revenue paid to LAKE VALLEY EMS on an annual basis. LAKE VALLEY EMS shall retain all revenue recovery obtained by LAKE VALLEY EMS. Only TOWN(S) that have billing revenue will receive credit for Lake Valley EMS's collections on such revenue. Each TOWN will receive a quarterly invoice reflecting the amount owed for that quarter and providing credit, if any, for TWIGS money and/or billing revenue received by LAKE VALLEY EMS on behalf of each TOWN.

b. Should one or more of the TOWNS become unable to pay the obligations described above, such TOWN is required to provide thirty (30) day's written notice to all other parties. Upon receipt of such a notice, the remaining parties shall renegotiate the fees to be paid by each TOWN for continuation of service. If a new agreement regarding allocation of fees cannot be reached within thirty (30) days, LAKE VALLEY EMS shall have the right to terminate this Agreement.

c. Such fees due LAKE VALLEY EMS under this AGREEMENT from TOWNS shall be paid by the TOWNS to LAKE VALLEY EMS quarterly and shall be due and payable in advance on April 1, July 1, October 1 and January 1. A voucher or other documentation shall be required for payment hereunder.

d. During any renewal term past the initial term of this Agreement, the Total Annual Fee (and each TOWN's prorated share) shall be subject to an annual increase of 5% over the previous year's fee.

3. LAKE VALLEY EMS'S OBLIGATIONS:

a. LAKE VALLEY EMS 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. LAKE VALLEY EMS will conduct and commence its operations under the authority conferred upon LAKE VALLEY EMS by means of an Operating Certificate obtained from the New York State Department of Health pursuant to Article 30 of the Public Health Law. LAKE VALLEY EMS 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, LAKE VALLEY EMS 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. LAKE VALLEY EMS 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 LAKE VALLEY EMS 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 LAKE VALLEY EMS'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 LAKE VALLEY EMS 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 LAKE VALLEY EMS 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 LAKE VALLEY EMS 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 LAKE VALLEY EMS 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 LAKE VALLEY EMS 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 LAKE VALLEY EMS under this AGREEMENT generally and as specifically referenced previously in Paragraph 2(b) hereof.

5. REVENUE RECOVERY:

a. If and to the extent allowed by applicable law, LAKE VALLEY EMS 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 LAKE VALLEY EMS and as approved by the TOWNS for the provision of ALS fly car services.

b. If and to the extent allowed by applicable law, in the event that an ambulance service other than LAKE VALLEY EMS transports any patient for which LAKE VALLEY EMS has provided ALS fly car services, LAKE VALLEY EMS 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 LAKE VALLEY EMS and the other agency, and as otherwise provided for by law. The expenses incurred for pursuing revenue recovery shall be borne by LAKE VALLEY EMS and LAKE VALLEY EMS may contract with a vendor(s) to supply revenue recovery services.

c. The expenses incurred for pursuing revenue recovery shall be borne by LAKE VALLEY EMS with a billing vendor(s) selected solely by LAKE VALLEY EMS (whether LAKE VALLEY EMS 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 LAKE VALLEY EMS by TOWNS who engage in billing revenue. Such proceeds may be remitted directly to LAKE VALLEY EMS 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 LAKE VALLEY EMS.

d. To the extent TOWNS, who engage in billing revenue, may reasonably request additional reporting, accounting, or documentation of revenue recovery efforts for services provided in those TOWNS, LAKE VALLEY EMS 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, LAKE VALLEY EMS will defend, indemnify and hold harmless the TOWNS in any claim for personal injuries, damages, or

administrative enforcement arising out of LAKE VALLEY EMS'S operations, actions, or obligations under the AGREEMENT. To the fullest extent permitted by law, the TOWNS will indemnify and hold harmless LAKE VALLEY EMS in any claim for personal injuries, damages, or administrative enforcement arising out of the TOWNS' operations, actions, or obligations under this AGREEMENT.

7. INSURANCE: LAKE VALLEY EMS 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 in annual aggregate, and shall add 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 LAKE VALLEY EMS in providing ALS fly car services. LAKE VALLEY EMS will provide commercial or business vehicle coverage on all vehicles with minimum limits of \$1 million dollars primary coverage, \$3 million dollars in annual aggregate. LAKE VALLEY EMS will provide a certificate(s) of insurance to the TOWNS evidencing the existence of the procured coverages and blanket additional insurance endorsements required herein.

8. AUDIT AND FINANCIAL CONTROL: LAKE VALLEY EMS 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.

On a quarterly basis LAKE VALLEY EMS will provide the TOWNS, who engage in billing revenue, with the following:

i. Access to reports prepared by LAKE VALLEY EMS 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 LAKE VALLEY EMS to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

On an annual basis, LAKE VALLEY EMS 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, with the exception of TWIGS money, made to LAKE VALLEY EMS 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: LAKE VALLEY EMS is a contract vendor to the TOWNS. LAKE VALLEY EMS 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 LAKE VALLEY EMS without the prior written consent of TOWNS.

TOWN OF ARIETTA

By: _____

TOWN OF LAKE PLEASANT

By: _____

TOWN OF WELLS

By: _____

PRIORITY AMBULANCE NEW
YORK D/B/A LAKE VALLEY EMS

By: _____

Schedule A

This Schedule is not in effect at this time

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:

December 16, 2024, at 5:00 pm

Resolution # 24-12-68

Subject: **Transfer of Funds**

Resolution Offered By: _____

WHEREAS: the Town of Arietta will give the Town Supervisor permission to make the following transfer of money:

General Fund

\$1,000.00 to #A0-1620-400, Municipal Building Contractual Expense
from #A0-1990-400 Contingent Contractual Expense

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta Town Board does approve the above transfers of money.

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

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
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:

December 16, 2024, at 5:00 pm

Resolution # 24-12-69

Subject: **Adirondack Park Review Board Agreement**

Resolution Offered By: _____

WHEREAS: the Town of Arietta has received an agreement from the Adirondack Park Review Board for support of the Review Board in representing the interests of the local governments of the Adirondacks, and

WHEREAS: the Legislature of the State of New York has provided only partial funding for the Review Board to perform its statutory functions as outlined in Executive Law §803-a, and

WHEREAS: the Town agrees to pay to the Review Board the sum of three hundred dollars (\$300) for the services of the Review Board in the representing the Town in matters relating to the Adirondack Park as per the attached agreement, and

THEREFORE, IT IS RESOLVED: the Town Board of the Town of Arietta hereby approves the agreement between the Adirondack Park Review Board and the Town of Arietta 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 _____
John Rajca _____	John Rajca _____	John Rajca _____	John Rajca _____
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

A G R E E M E N T

THIS AGREEMENT made _____, 2025 between the **TOWN OF ARIETTA**, hereinafter referred to as the **TOWN**, and the **ADIRONDACK PARK LOCAL GOVERNMENT REVIEW BOARD**, a Board duly organized and existing pursuant to the provisions of §803-a of the Executive Law of the State of New York, acting by and through its duly appointed members, hereinafter referred to as the **REVIEW BOARD**.

WHEREAS, the Review Board was created by the Legislature of the State of New York and is composed of representatives appointed by the county legislatures of the counties lying in whole or in part within the Adirondack Park; and

WHEREAS, the Legislature of the State of New York has provided only partial funding for the **REVIEW BOARD** to perform its statutory functions as outlined in Executive Law §803-a; and

WHEREAS, the **TOWN** has authorized an appropriation in the sum of Three Hundred Dollars (\$300) in support of the work of the **REVIEW BOARD** in representing the interests of the local governments of the Adirondacks; and

NOW, THEREFORE, it is agreed as follows:

2. The **TOWN** agrees to pay to the **REVIEW BOARD** the sum of Three Hundred Dollars (\$300) for the services of the **REVIEW BOARD** in representing the **TOWN** in matters relating to the Adirondack Park.

2. The **REVIEW BOARD** agrees to provide to the **TOWN** the benefit of its services, including but not limited to, attendance at all meetings of the Adirondack Park Agency, attendance and participation at public hearings conducted by the Adirondack Park Agency on projects under review by said Agency, periodic reports on the activities of the Adirondack Park Agency to the Supervisor of the **TOWN**, especially as such activities affect the residents of the **TOWN** and generally to report on the administration and enforcement of the Land Use and Development Plan set forth in the Executive Law of the State of New York.

THE TOWN OF ARIETTA

By Supervisor

**THE ADIRONDACK PARK LOCAL
GOVERNMENT REVIEW BOARD**

Gerald W. Delaney



By Executive Director