

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
February 16, 2022

**Present:** Supervisor David Plavchak  
\* Councilmember Leonard Auchmoody  
Councilmember Michael Guerriero  
Councilmember John Fraino

**Also present:** Sean Murphy, Attorney  
Margaret O'Halloran, Secretary  
Wendy D. Rosinski, Town Clerk

**Absent:** Councilmember Joseph Mazzetti

**\* Phone in**

**Live in Town Hall, \*\* WebEx and live stream on Altice Channel 22**

**7:02 PM** – Supervisor opened meeting and Pledge of Allegiance led by Mike Guerriero

**MOTION** made by Guerriero, seconded by Fraino, at 7:05 PM to Open Public Hearings on:

**The Views Water District extension**  
**Stewarts Water and Sewer District extension**  
**The Villages Water District extension**

**Four ayes carried**

**No Discussion, hearings left open until March 2, 2022 Workshop**

**MOTION** made by Auchmoody, seconded by Guerriero, at 7:06 PM to Open Public Hearing on Local Law A-2022 Adaptive Re-use Overlay District

**Four ayes carried**

**Comments**

Joan Kelley, Town Historian

Kelly commented that on the legislative findings, it says that the Town Board finds the amendments to the zoning code are consistent with the comprehensive plan. She read a section of the comprehensive plan and asked the Board to keep that in mind when they go to the next page. One of the sections of the comprehensive plan, 7.6, talks about strengthening the Town's sense of place by identifying, preserving and commemorating significant historical structures and sites. There are two bullets under this section that are actions. One is to establish a historic preservation committee to advise the planning board on developmental proposals which involve historically significant properties. And the second is to permit a wider use of historical structures and encourage adaptive reuse of underutilized agricultural buildings to maintain the Town's agricultural heritage. Keep that in mind, and go to the next page and look at the statement that says they want to repeal the definition of adaptive reuse as it is in the current code. In the current code it says adaptive reuse building is an existing building rehabilitated or converted to a new use while preserving and saving some of the unique features of the building that have historic value to the Town. So, by deleting that section you are kind of ignoring the historic value and she thinks it would be a good idea to put that back in as one of the considerations.

The second thing is under provisions added it says - there is a new definition. This definition is the adaptive reuse project, it's a little bit different than the adapted building. The new definition says the proposed renovation or redevelopment of an existing non-residential building and the property containing such a building for new use. She thinks that definition is too broad. If you think of non-residential buildings, it could be a garage, it could be a church, it could be a shed so she thinks the definition has to be beefed up because you are clearly only dealing with certain types of buildings, not just all non-residential buildings.

Previously there was a list of about 16 addresses and she thinks if you look at these buildings that were there before, and think about what they have in common, what characteristics make them the kind of building you want for adaptive reuse, that will give a better definition so they are just dealing with those buildings and not all the non-residential buildings in the water and sewer district.

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

If you look at the next paragraph down it talks about the adaptive reuse of specific types of unused and or underutilized buildings. Right there you already have a better handle on it and it would be helpful if there were a list of examples of what are specific types.

It says here any adaptive reuse project proposal for additional density as an incentive shall include a proposal for community benefits. She would think that the property owners adjacent to the additional density might need some compensation rather than to put a new sidewalk or to put money in the fund. If you take a building and now increase the density and so forth, you have to think about buffers and that kind of thing rather than money into treasury.

Then under structures on page four it says the renovated or new building shall be limited to the existing building footprint, and item C says, all other new or expanded structures shall comply with the dimensional requirements of the underlying zoning district, so it sounds to me like either you are in the existing footprint or you are expanding the existing footprint, but you can't have both. Those seem to be in conflict.

Supervisor added that one is dimensional standards and one is footprint. They are two different things. The footprint is the layout of the building, dimensional standards include height with setbacks.

In summary she would like to say, we have to run a couple examples through here of things that you might not want that are now permitted by this law. If they don't tighten the definition, she thinks that we are going to get a lot of requests for things that you don't necessarily want.

The second thing is that she is willing to help anybody who needs help with their historical structure. As an example, she was looking at the building on the corner of Haviland and 9W, the old hardware store, where the roof is falling in. As far as architectural elements, there's not a whole lot, but in 1948 it was the W.E. Haviland store for farm equipment. If somebody wanted to adapt that building to a restaurant, or whatever, if they knew a little bit about the history, they could put an old tractor or farm implements out, or they could use the history as part of an enhancement to their development. As the town historian, she would be available to help them.

Mark Reynolds, reporter, followed up with what Kelley started. On the first page there are two sentences in legislative findings about the Town evaluating the comprehensive plan and existing zoning to identify the need for changes and improvements. The second sentence says the Town Board further considered the cumulative impacts of increased development within the Town. He asked if anyone on the Town Board has done that.

Supervisor stated what they looked at was the fact that they have these eyesore buildings that they want to get rid of. They were already in place before, so by reopening them you are really not impacting the town. There's water capacity, which they know, so by getting rid of these eyesores, it's not increased development, it's reusing a building that was used before, that was already part of the infrastructure of the Town so no, they didn't write a memo to themselves saying that. They may be able to change the wording on that to make it say exactly what they did. He has no problem doing that.

Reynolds stated it seems to imply that once the building is dormant, there's nothing, no traffic, and now there might be activity happening, and traffic.

Supervisor stated that the review was that he rewrote the law with the building department and most of the input was his. He had some discussions with the other Board members but they didn't sit down and go through step by step and do that, if that's your question.

Supervisor will leave the hearing open. They haven't received the County's input yet.

Paul VanCott, attorney, stated that Kelley's comment, just to clarify, the building footprint restriction relates to the building itself. They were talking about reusing, and then compliance with the dimensional requirements of the underlying zoning district that would apply to all other structures. There's an absolute prohibition relative to the building that's being reused. It has to stay within its same footprint where it can't be part of this. And then any other structure, if you put up an accessory building, a garage or whatever, that would have to meet the dimensional standards for the underlying district.

Supervisor concluded that he will leave the public hearing open. There's still time if people want to send comments in. They will continue at the workshop meeting on March 2<sup>nd</sup>.

**Hearing will remain open.**

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

**1. REPORTS – Town Board Liaisons**

**Beautification – Supervisor, Councilmember Auchmoody**

Supervisor stated that he and Auchmoody, as the weather gets better, they will get out and look at spots that they want to start focusing on. They have driven around town and have seen some spots that they might ask people to clean up a bit. They have not done much with that to date. With the building department, they have the beginning of the year stuff with all their applications and inspections, and they are trying to set that up for the year, along with handling applications.

**Police – Supervisor**

Supervisor and Fraino attended their training session last week at the fire station. The police force had a training session put on by the County and it was kind of interactive and he thinks it was very productive.

They did their CPR recertification. The training was put on by the County and it was well done.

**EDC (Economic Development Committee)- Supervisor**

The committee met on February 8<sup>th</sup>. They spoke about the plans for the updated brochure. They are making a new brochure and they have had some new artwork done. They also have some proposed links they want to put onto the website. They are going to talk to O'Halloran about what the links are. It's kind of a step by step. If you want to open a new business in Highland, here are the steps you have to go through. It will include some of the available locations in Highland. He thinks it will have some good promotional information.

**ECC (Environmental Conservation Committee) – Councilmember Guerriero**

Guerriero stated that at 180 South Street, the applicant is seeking an area variance and the public hearing was left open.

Pepino foods, which is on Station Road, turned out to be a real complicated situation. He thinks the Board is doing an excellent job in trying to resolve that situation there. They are also seeking an area of variance and the public hearing is still open.

**Highland Fire District / Ambulance – Councilmember Fraino**

Fraino reported the Board of Fire Commissioners had their meeting last Tuesday. He was on his way back from out of town, so he wasn't able to attend the meeting. He communicated with the Fire Chief and the Chairman asking if there were any items or any topics of discussion to be brought up tonight and there were none.

**Highland Landing Park – Councilmember Auchmoody**

Auchmoody stated that he will speak to Jerry as soon as he gets back home. They are going to get the container down there and he told them if it doesn't work out, they are going to buy one. When he gets back, they are going to start working on cleaning the building out, so that way they can at least start to work on the bathrooms and try to get them open by summer.

**Water and Sewer – Councilmember Auchmoody**

Auchmoody stated that he missed the meeting as he was in Florida. Falcon Ridge was supposed to come in, but didn't.

Supervisor stated that he attended and there was no activity.

**Hudson Valley Rail Trail – Councilmember Auchmoody**

**Building Department – Supervisor**

**Highland Central School District – Councilmember Mazzetti**

**Lights – Councilmember Fraino**

Fraino reported that he has had a few conversations with Chris Spylios at Bridgeview. As he mentioned last meeting, they definitely need to do something to bring the lights up to code. Yesterday he met with Dave Barton and he has the site plan of the existing lighting. He did a ride around with a representative from GPI. They zeroed in on the fixtures. They may be able to go out to bid by the end of the week. If you can envision going from Hannaford's up to Bridgeview, there are four of five street lights that are completely dark. There's been some debate about who owns the lights. It's been

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

going on since Hannaford did their renovation. Barton is looking into that. They believe the developer of Bridgeview owns those lights and if they do, they will get a letter out to them saying they have to get the lights turned back on, whatever it takes. It's totally dark going up that hill and there are a lot of people from Bridgeview and Goldenview that walk down to Hannaford's and many do it at night. They are trying to get that whole Bridgeview up to spec.

**Planning Board – Councilmember Auchmoody**

**Police – Supervisor**

**Zoning Board of Appeals – Councilmember Guerriero**

**2. OLD BUSINESS**

**A. Town Hall front steps**

Supervisor stated that they had a discussion last month about the Town Hall steps. They have to replace them. They are going to put threads on. He showed the Board samples. They got three bids that ranged from \$3,400 to \$7,600, and they are exactly the same. They chose the \$3,400. The difference between these two threads is \$4,000.00. They should have them in four to five weeks and then they can repair all the steps in front and they should last a good long time. This is a good material.

**3. NEW BUSINESS**

**A. Utilities Grant update**

Supervisor stated that he knows there has been a lot of discussions about the utilities grant. He knows Auchmoody was working on it. They have the Streetscape project going on in the Hamlet, and the question was, could they bury the utilities when they dig up the sidewalks. They have met with some of the grant teams and the consultant on that grant. There is grant money available through the hazard mitigation grants through Homeland Security. They have to submit their application by April 1. Right now, Lloyd is not eligible for it because they never finished their hazard mitigation plan in 2016 when the County did theirs. They are trying to get their hazard mitigation plan put in there so they can become eligible for this grant. Once they become eligible, then they can fill out the grant paperwork. It is for burying utilities in the Town. It's about .45 miles of utilities that they have to bury. They just have to get Lloyd eligible to apply for that grant so that's where they're at.

The Streetscape project is currently slated to start the beginning of next year.

**4. PRIVILEGE OF THE FLOOR**

Jess Pugio, 23 Reservoir Rd. asked if any of the old town trolley cars still existed.

He volunteers as a trolley conductor at the Trolley Museum of New York and they are always looking for new trolley cars to restore and maybe run. He was wondering, with the help of the Town Board and Kelly, to track down the old Town of Lloyd trolley cars, and maybe sell them for a little money to the Trolley Museum in New York. He just wants to find out if they still exist, because he knows that he would love to take a ride on one of those old trolley cars in Kingston.

Guerriero thought of Herbie Litts. He might have one on his farm.

Reynolds inquired about updates with affordable housing. In terms of having a plan.

Supervisor confirmed that there's no update because they don't have any development going on that would require it right now. The plan is to be the way it's written in the law. The plan is, if they have a developer come in requesting additional density, the law says you should allow 10% for affordable housing if there are 10 or more units. The way he reads the law is they would have to make those apartments part of affordable housing. They would have to negotiate and pay RUPCO to administer it for them, and the Town's role is to make sure they are working to do that. That's how they would get approval.

Reynolds asked if RUPCO agreed to do that.

Supervisor said RUPCO would work with the developers as long as the developers agree to pay them. But the Town is not going to hire an administrative staff to do it. He thinks when they get the first developer coming in with a project that would qualify for affordable housing, they will have to follow the affordable law. It's going to be the first test case for it.

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

Reynolds asked if the Town will go back to recent projects that qualified.  
Supervisor said they are not going to go back. If you read the law, in order for affordable housing to work, when the apartments are built, they have to make the finishes in those affordable apartments different than the other ones. The developer has the ability to do that. If they didn't do that, then it's kind of hard for the Town to go back and say we are going to revoke your CO until you do that.  
Reynolds said there were three or four that promised they would do it.  
Supervisor said and they didn't, and they weren't held accountable then. He doesn't think they can go back and do it.  
Reynolds said for the record, the attorney at Whiteman Osterman & Hanna says you do have the power to do that.  
Supervisor said he doesn't think it is fair to the developer, or to the people currently living in those apartments, to do that.  
Guerriero added, that also includes houses, not just apartments.  
Fraino added that it's very difficult, and borderline unfair to go to a developer or a landlord and say, now, 10% of these apartments have to be lower rent. It needs to be done up front when they are building the buildings. To go in after the fact, he doesn't know how they would do that fairly.

Gina Hansut, Ulster County Legislator  
Hansut reported that since last month she has attended and helped to distribute many COVID tests throughout the County and here at the Town Hall with Rosinski and her staff, and also at some of the County distribution sites. To date the County has procured and distributed over 50,000 at-home test kits.  
Yesterday she attended the clean energy announcement by the County Executive. Ulster County is one of the first counties in the nation to develop their own localized green new deal and they introduced three new electric buses yesterday. They got to tour them and they actually took a ride on them and it's very exciting. This is some good news as the County moves forward.  
She did receive her appointments to two committees. She's on the Law Enforcement and Public Safety Committee, and the Energy, Environmental and Sustainability Committee, and she's also very honored that she was made deputy chair of both of these committees. In the past month she has met with their County Sheriff and his team, and she has a plan set up to tour the emergency services building.  
She has been working with the Resource Recovery Agency through the Environmental Committee. The County's been busy, and if anybody has any issues; comments or suggestions, or anything, she's here.

Supervisor added that two weeks ago, when we had the winter storm, he was on a call with the Emergency Control Center on Friday, Saturday and Sunday as they were cleaning up and working with Central Hudson to get power restored, and it was pretty amazing to watch how well they coordinated the resources - Central Hudson got help from other places, to different DPW groups, and how the towns shared off.

He also reported that they had four water main breaks in the last 10 days, and the water department has done an extremely good job closing them up. The Town has tried to notify people via Facebook, the internet, and the Town website. He doesn't know whether the breaks are because the ground is so moist, because of weather conditions, or if it's just old infrastructure that they have to dig up and replace at some point. Hats off to that department and to the Highway Department for providing flaggers. One night, they had to borrow a pump from the Town of Poughkeepsie. They had to call the Supervisor and borrow a pump. We thank them for helping us get through that. On one break, he knows the guys worked through the night because he could see them from his window. Unfortunate, but impressive to get through it.

- 5. MOTIONS AND RESOLUTIONS**
- 1. RESOLUTION** made by Winslow, seconded by Guerriero, to authorize the payment of vouchers as audited by the Audit Committee.
- |         |         |            |    |            |
|---------|---------|------------|----|------------|
| GENERAL | G - 050 | to G - 164 | \$ | 114,395.85 |
| HIGHWAY | H - 026 | to H - 099 | \$ | 82,968.93  |
| MISC    | M - 027 | to M - 038 | \$ | 63,818.99  |

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

PREPAYS	P – 061	to P - 163	\$ 338,748.66
SEWER	S – 031	to S - 063	\$ 30,048.81
WATER	W – 035	to W – 084	\$ 67,314.70
		<b>TOTAL</b>	<b>\$ 697,295.94</b>

**Roll Call:** Fraino, aye; Plavchak, aye; Guerriero, aye; Auchmoody, aye  
**Four ayes carried**

2. **RESOLUTION** made by Fraino, seconded by Guerriero,  
**WHEREAS**, Mobile Life Support Services, Inc. (MLSS) presently provides Ambulance Service to the Town of Lloyd pursuant to an Agreement dated February 1, 2021, which said Agreement is a month-to-month Agreement; and  
**WHEREAS**, the parties wish to replace said Agreement with an Agreement to be effective on March 1, 2022 and expire on December 31, 2022, pursuant to the terms of the “Ambulance Service Agreement” attached hereto and made a part hereof.  
**NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:**
1. The Agreement attached hereto as Exhibit A be, and the same hereby is, approved and the Town Board hereby enters into said Ambulance Service Agreement commencing on March 1, 2022 and expiring on December 31, 2022 for the consideration set forth in the Agreement.
  2. The Supervisor is authorized to sign the Agreement on behalf of the Town.

**Roll Call:** Fraino, aye; Plavchak, aye; Guerriero, abstain; Auchmoody, aye  
**Three ayes carried**

**Ambulance Service Agreement**

AGREEMENT made this 17th Day of February, 2022, by and between the TOWN OF LLOYD, Ulster County, New York, a municipal corporation, with its Town Hall situated at 12 Church Street, Highland, New York, hereinafter referred to as the “TOWN”, and MOBILE LIFE SUPPORT SERVICES, INC., a corporation duly organized and existing under, and by virtue of, the laws of the State of New York, with its principal place of business situated at 3188 Route 9W, New Windsor, Orange County, New York, hereinafter referred to as the “CONTRACTOR”.  
WITNESSETH:

WHEREAS, the CONTRACTOR presently conducts, and has conducted a general ambulance service licensed by the New York State Department of Health to operate in the County of Ulster, including the area presently included in the Town of Lloyd, and the CONTRACTOR owns sufficient and adequate equipment and engages and employs sufficient trained and experienced personnel to operate such service, and  
WHEREAS, the Town of Lloyd is empowered to contract for general ambulance service for all sick or injured persons found within the boundaries of said TOWN, and

WHEREAS, the CONTRACTOR represents that it is able to supply, render and furnish to the TOWN, adequate and efficient ambulance service within said TOWN, hereinbefore described, for treatment and transportation of all sick or injured persons found within the boundaries thereof to various hospitals, or other facilities providing hospital services within and outside of said TOWN, and

WHEREAS, the parties have agreed to retain the services of the CONTRACTOR upon the terms and conditions hereinafter set forth for the purpose of operating in said TOWN, a general ambulance service,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein set forth, and the payments to be made as herein specified, the parties do covenant and agree as follows:

1. Coverage. CONTRACTOR enters into this Agreement with the TOWN to provide emergency 911 EMS/Ambulance services and general ambulance service, as defined in Section 3001 of the Public Health Law, for the purpose of transporting all sick or injured persons found within the boundaries of the Town of Lloyd.
2. County Notification. Upon the execution of this Agreement by both parties, the TOWN will provide written notification to the Ulster County Emergency

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

Communications Center, that CONTRACTOR will be designated as the dedicated EMS provider for all emergency medical calls arising in the TOWN, received via 911 or seven-digit telephone calls, or by any other means of notification.

3.     **Staffing.** CONTRACTOR shall maintain one (1) NYS Certified Advanced Life Support Ambulance, twenty-four (24) hours per day, and a second NYS Certified Basic Life Support Ambulance for twelve (12) hour per day, seven (7) days per week, available for emergency response to the TOWN. Both ambulances will be domiciled within the TOWN. One ambulance (24 hours/day) shall be staffed with a minimum of one (1) New York State Certified Emergency Medical Technician, and one (1) New York State Certified Emergency Medical Technician-Paramedic. The second ambulance (12hours/day) will be staffed by a minimum of two New York Certified Emergency Medical Technicians. CONTRACTOR shall seek to make additional ambulances available to cover emergency calls in the TOWN when the primary ambulances are handling emergency calls, based upon system availability. Should any occasion arise wherein the dedicated ambulance(s) are already providing emergency care on the scene of an emergency, and another emergency call is received within the TOWN which the CONTRACTOR cannot immediately respond to, the CONTRACTOR shall immediately notify the Ulster County Communication Center to request assistance under the County's Ambulance Mutual Aid Plan.

4.     **Response Time Criteria.** CONTRACTOR will respond to all 911 emergency EMS calls dispatched by the Ulster County Communication Center within an average of nine (9) minutes and fifty-nine (59) seconds (0:09:59) of all priority dispatches. Exceptions to this response time criterion will include:

- A.     Additional calls arising when all on-duty Town contracted ambulances are already on emergency EMS calls.
- B.     Calls dispatched as "Alpha", or non-emergency, by Ulster County, or fall within nationally accepted non-emergent response criteria.
- C.     Cases of severe inclement weather where emergency responses may pose severe risk to emergency personnel and the general public at large.

5.     **Reporting** CONTRACTOR agrees to provide a monthly report to TOWN detailing all EMS emergency responses within the TOWN, and the detailed response time performance. Every emergency call dispatched by the Ulster County Communications Center and its response time (excluding those identified in Section 4, subsection A, B, &C) will be evaluated. The cumulative response time data will be summarized for reporting to the TOWN on a monthly basis. Such data shall be provided to the Town Supervisor or his/her designee, in a format agreed to by the parties, and a quantity of copies sufficient to insure adequate distribution for the TOWN.

6.     **Penalty Clause.**

A.     TOWN and CONTRACTOR agree that for any month that the average response time exceeds the nine (9) minutes (00:09:59) for 911 EMS emergency calls, the CONTRACTOR will pay the TOWN a penalty fee of \$1,000.00 for every full Minute above the average of a nine (09:59) minute response time. "Response Time" shall mean the time interval between CONTRACTOR being notified of an emergency and CONTRACTOR arriving at the scene.

B.     TOWN and CONTRACTOR agree that for any day in which the CONTRACTOR is unable to staff the ambulance, the CONTRACTOR will pay the TOWN a fee of \$340.

7.     **Patient Transportation.** CONTRACTOR will transport all emergency patients to the hospital of their choice, or to the most appropriate hospital suited to treat the emergency medical condition of the patient(s). CONTRACTOR will not be obligated to transport any patient to a medical facility further than fifteen (15) miles, unless deemed medically appropriate by the Paramedic rendering emergency care, or by the Medical Control Physician responsible for the medical oversight of said emergency call.

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

8. Stand-by Coverage.

CONTRACTOR agrees to provide emergency "stand-by" coverage at the scene of all second alarm fires, and/or Hazardous Materials Incidents or public health emergencies. CONTRACTOR is equipped to provide medical monitoring, treatment, and rehabilitation services at these scenes. CONTRACTOR also agrees to provide EMS standby coverage for all recognized and preapproved functions arising in the TOWN attended by more than one thousand (1000) people, at which there is a reasonable expectation of the need for possible emergency medical care. The TOWN agrees to provide CONTRACTOR thirty (30) days advanced notice of such functions. CONTRACTOR retains the right to enter into a fee-for-service for any Ambulance coverage required by effect of any federal, state or local law or ordinance for any private, or for-profit entity who hosts any venue requiring such services.

9 Periodic Meetings. The TOWN and CONTRACTOR will assign an appropriate designee(s) to meet on a scheduled basis, at least biannually to discuss issues including but not limited to:

- ☐ Response time
- ☐ Concerns/Questions regarding services
- ☐ Response plans
- ☐ Special events
- ☐ Education and training of staff
- ☐ Community programs and education.
- ☐ Town Ambulance Subsidy

9. Fees and Subsidies.

One (1) year contract. The TOWN shall maintain an EMS subsidy for the purpose of helping to defray operating expenses that CONTRACTOR experiences in providing services to residents of the TOWN. The current amount of subsidy provided by the TOWN for this contract period is \$ 331,920 (\$27,660/monthly)

10. Financial Accountability. TOWN will provide CONTRACTOR with monthly payments in the amount of twelve (12) equal payments of the agreed upon Town Ambulance Subsidy. CONTRACTOR will provide the TOWN with a full accounting of all EMS responses each month, as identified in section #9 above, and will deduct any penalties as identified in section #5 above.

CONTRACTOR will identify a billing specialist for TOWN to contact in order to explain any questions that may arise from the general public regarding the invoicing of any patient to whom the CONTRACTOR has provided emergency care and transportation under this Agreement.

11. Billing Practices. CONTRACTOR will operate on a fee-for-service basis, and will invoice the patient, and/or their insurance company, for all charges related to the services provided by CONTRACTOR on their behalf. Contractor will be authorized to charge their normal and customary fees, at the prevailing rates at the time service is provided. CONTRACTOR will invoice the patient for any required co-payments as may be required. This may include, but not be limited to, the Federal Medicare program; Health Maintenance Organizations; Health Insurers; and commercial insurance carriers.

12. Worker's Compensation Cases. The CONTRACTOR will invoice Workers Compensation for any employee, representative, or agent of TOWN, who requires ambulance service as the result of an injury or illness sustained in the execution of their official duties for the TOWN.

13. On-Duty Employees of the Town and Active Fire Personnel. CONTRACTOR agrees to exempt both on-duty Town municipal workers and active-duty Town Fire personnel from any personal liability for ambulance services rendered when engaged in the service of the Town, and for whom Workers Compensation has been invoiced in accordance with section #12 above. It will be incumbent upon the TOWN, or a representative of the Fire Service involved to supply acceptable documentation that the patient (fire personnel) is a member in good standing of the TOWN Fire Service.



**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

14. Town Information Assistance. The TOWN will assist CONTRACTOR in accessing appropriate non-patient information required by CONTRACTOR to invoice for services rendered at the scene of Hazardous Materials Incident; Fires; and Multiple Casualty Incidents (MCI), where a commercial insurer will be deemed the responsible party for all expenses related to the services required and rendered.

15. Equipment, Facilities, and Personnel. CONTRACTOR will be solely responsible for the staffing of their ambulances for emergency operations and will maintain all appropriate certifications and insurance on its vehicles and staff.

16. Proof of License/Certification. CONTRACTOR will provide proof to the TOWN of a valid Ambulance Service Certification issued by the New York State Department of Health Emergency Medical Services program and agrees to keep said Certificate in force throughout the life of this Agreement.

17. Insurance. CONTRACTOR shall provide to the TOWN a Certificate of Insurance naming the TOWN as Additional Insured. Said insurance certificate shall remain in effect throughout the life of this Agreement, and will meet or exceed the following minimum coverage limits:

General Liability\*: \$1,000,000 per occurrence, \$3,000,000 General Aggregate Malpractice Liability\*: \$1,000,000 per occurrence, \$3,000,000 General Aggregate Automotive Liability: \$1,000,000 Liability.

\*A \$10,000,000 Umbrella (excess liability) applies above these limits. All limits shown are Combined Single Limits. Included in the aforementioned shall be coverage for the CONTRACTOR'S liability under the indemnification provisions of this contract. Said certificate shall contain a provision stating that the insurance companies shall give the TOWN twenty (20) days prior written notice if the policy or policies are to be cancelled.

18. Indemnification. The CONTRACTOR will defend, indemnify and save harmless the TOWN from and against all claims, costs, expenses, attorney fees and costs, or other charges arising out of or related to the acts of the CONTRACTOR, its agents, servants or employees and/or arising out of or related to the services to be provided by the CONTRACTOR under this agreement, and the CONTRACTOR shall defend TOWN, at the expense of CONTRACTOR, against any such claim, demand, assertion of liability or other cause occasioned thereby. This provision shall survive the termination of the contract for any actions occurring during the effective life of the contract.

19. TOWN Agency Assistance. In the interest of patient health and safety, when the medical condition of a patient requires additional assistance that may be available from an appropriately trained and recognized member of a TOWN public service agency, said assistance will be provided. It is understood that this request will be made on the scene of an emergency call by a duly authorized CONTRACTOR staff member, but only when no other acceptable option is immediately available, and a delay will be detrimental to the safety and health of the involved patient(s).

20. Continuing Education. CONTRACTOR, in cooperation with the TOWN, will offer continuing medical education services, including yearly OSHA required Bloodborne and Airborne Pathogen training to the TOWN employees and personnel at a cost to be mutually determined.

21. Disclosure. The CONTRACTOR shall promptly notify the TOWN of any and all incidents to which the aforementioned indemnification applies, and such information shall be supplied, if required, upon written questionnaires prepared by the TOWN or otherwise so that there shall be full and complete disclosure to the TOWN upon their request. Such disclosure shall be in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

22. Compliance. The CONTRACTOR shall comply with all applicable laws, ordinances, regulations and rules promulgated by any Federal, State, or Local

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

governments (including the TOWN) having jurisdiction of the Services covered by this Agreement.

23. Records. The TOWN shall have the right, upon serving written notice, to have a duly authorized and identified designee examine any record(s) relevant to services performed under this Agreement. Such records shall be released only in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA). The CONTRACTOR shall furnish to the TOWN monthly reports detailing services provided.

24. Performance and Mutual Aid Requests. This Agreement shall not prohibit the CONTRACTOR from entering into service agreements with other municipalities, as long as these actions do not diminish services agreed to by CONTRACTOR under this Agreement. CONTRACTOR agrees to provide an immediate and timely response to all emergency calls received, and to request mutual aid assistance immediately should any situation arise, that would compromise CONTRACTOR'S immediate ability to respond as previously identified.

25. Nonperformance. The CONTRACTOR will not be deemed in breach of this Agreement if it is unable to provide the services identified in this Agreement because of situations beyond the reasonable control of the CONTRACTOR. This provision is contingent upon the CONTRACTOR exerting every reasonable effort to remedy such condition and remove such cause of interruption of service.

26. Term of Agreement. This Agreement shall become effective on March 1, 2022, at 12:01 a.m. and will expire on December 31, 2022 at 11:59 p.m.

27. Termination and Cancellation of this Agreement. The TOWN shall have the right to cancel and terminate this Agreement upon sixty (60) day written notice to CONTRACTOR. TOWN shall be financially responsible for all monthly Town subsidy payments incurred until the effective termination date of the Agreement. The TOWN may also declare this Agreement terminated upon the bankruptcy or insolvency of the CONTRACTOR. The CONTRACTOR shall have the right to cancel and terminate this Agreement, for cause, upon sixty (60) day written notice to TOWN.

28. Non-Assignability. Except as permitted under routine mutual aid requests, the CONTRACTOR may not assign the duties or services identified in this agreement to any person, firm or corporation, nor may CONTRACTOR sub-contract these duties or services to any person, firm or corporation.

29. General Municipal Law 122-b(2). The terms and conditions of this agreement shall be deemed to constitute the rules and regulations relating to the use of the CONTRACTOR'S equipment described in Subdivision 2 of Section 122-b of the General Municipal Law, and the TOWN may from time to time prescribe and impose additional and further rules and regulations as specified in said statute, with all of which the CONTRACTOR shall comply.

30. Legal Status. It is understood and agreed that no agency, employment, joint venture or partnership is created hereby or between the parties hereto; the CONTRACTOR is not an affiliate of the TOWN; and that neither party, nor its agents or employees, shall be deemed an agent of the other, nor shall either party have the right, power or authority to act for the other in any manner to create obligation or debts which would be binding upon the other party.

31. No Verbal Modification. The agreement may only be modified with the expressed written approval by duly authorized representatives of both the TOWN and CONTRACTOR.

IN WITNESS WHEREOF, the parties herein set their hands and seals the day and year first above written.

**TOWN OF LLOYD**  
**TOWN BOARD REGULAR MEETING**  
**FEBRUARY 16, 2022**

Mobile Life Support Services, Inc.

Town of Lloyd

By:

By:

William Jeffries  
Vice President &  
Chief of Operations

David Plavchak  
Town Supervisor

- 3. RESOLUTION** made by Fraino, seconded by Guerriero, to create a 4-Way STOP at the intersection of New Paltz Rd. and North Eltings Corners Rd., per the recommendation of the Ulster County Department of Public Works, and in agreement with Richard Klotz, Highway Superintendent effective immediately.  
**Roll Call:** Fraino, aye; Plavchak, aye; Guerriero, aye; Auchmoody, aye

**Four ayes carried**

- 4. RESOLUTION** made by Fraino, seconded by Auchmoody, to make the following budget amendments:

Water 20-08-9727.60	-\$ 20460.26
Water 20-08-9727.70	-\$ 3490.57
Water 20-08-9760.70	-\$ 3490.57
Water 20-07-8340-40	\$ 27441.40

**Roll Call:** Fraino, aye; Plavchak, aye; Guerriero, aye; Auchmoody, aye

**Four ayes carried**

- 5. RESOLUTION** made by Auchmoody, seconded by Fraino, to authorize the monthly payments for Mark Schaaf, Freelance Water Specialist, to increase from \$500 to \$750. Increase is budget supported as per Adam Litman, Water/Sewer Administrator.

**Roll Call:** Fraino, aye; Plavchak, aye; Guerriero, aye; Auchmoody, aye

**Four ayes carried**

**MOTION** made by Auchmoody, seconded by Fraino, to adjourn at 7:50 PM.

**Four ayes carried**

Respectfully submitted,

Wendy D. Rosinski  
Town Clerk

TOWN OF LLOYD  
TOWN BOARD MEETING  
February 16, 2022

TOWN OF LLOYD  
TOWN BOARD MEETING  
February 16, 2022