

**TOWN OF PLATTSBURGH TOWN BOARD
WORK SESSION AGENDA
December 14, 2023**

The meeting was called to order at 6:00 PM by the presiding officer at the Town of Plattsburgh Town Hall, 151 Banker Road. Pledge.

	<u>Present</u>	<u>Absent</u>
MEMBERS: Michael S. Cashman, Supervisor	x	
Thomas E. Wood, Councilor	x	
Barbara E. Hebert, Councilor	x	
Charles A. Kostyk, Councilor	x	
Dana M. Isabella, Councilor		x
Kathryn B. Kalluche, Town Clerk		x
James J. Coffey, Town Attorney	x	

Also in attendance: Robin Burgess, Deputy Town Clerk

Public Comments: None

Supervisor’s Report: Thank Team

Resolution No. 023-283

Abstract 12B- 23

RESOLVED, that the abstract of audited claims No. **12B-23** for \$ 172,699.36, **Abstract 12B-23** prepays for the amount \$4,945.54 be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

Motion: Barbara E. Hebert
Seconded by: Charles A. Kostyk
Discussion: None

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella			x		
Michael S. Cashman	x				

Resolution No. 023-284

Luck Brothers Inc, Donation

WHEREAS, Luck Brothers, Inc. was the contractor for Phase I construction of the Battlefield Memorial Gateway, and

WHEREAS, Luck Brothers, Inc. provided exceptional service, craftsmanship, and dedication to the project purpose and timeline; and

WHEREAS, Luck Brothers, Inc. also provided a donation of decorative river stone and associated installation costs to benefit and enhance the project; and

WHEREAS, the river stone and installation costs are valued at \$18,500.00; now, therefore be it

RESOLVED that, the Town of Plattsburgh expresses appreciation and thanks for high quality construction of the project and for the generous donation from Luck Brother’s, Inc.

Motion: Charles A. Kostyk
Seconded by: Barbara E. Hebert
Discussion: Michael S. Cashman

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella			x		
Michael S. Cashman	x				

Resolution No. 023-285

3% Site Plan Return Deposit for Plattsburgh Storage Modification Site Plan 2022

WHEREAS, the Town of Plattsburgh Planning Board has reviewed and approved all requirements of the Plattsburgh Storage Modification Site Plan 2022; and

WHEREAS, the Planning and Community Development Department has coordinated inspection of said project and reports all requirements have been met and completed; now, therefore be it

RESOLVED, that the Supervisor is hereby authorized and directed to release said deposit in the amount of \$1,137.00, plus accrued interest to date; and it is further

RESOLVED, that a certified copy of this Resolution be forwarded by the Planning & Community Development Department Secretary, with the return of deposit, to Plattsburgh Storage.

Motion: Thomas E. Wood
Seconded by: Barbara E. Hebert
Discussion: None

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella			x		
Michael S. Cashman	x				

Resolution No. 023-286

**3% Site Plan Return Deposit for
TDC Site Plan 2021**

WHEREAS, the Town of Plattsburgh Planning Board has reviewed and approved all requirements of the TDC Site Plan 2021; and

WHEREAS, the Planning and Community Development Department has coordinated inspection of said project and reports all requirements have been met and completed; now, therefore be it

RESOLVED, that the Supervisor is hereby authorized and directed to release said deposit in the amount of \$8,754.48, plus accrued interest to date; and it is further

RESOLVED, that a certified copy of this Resolution be forwarded by the Planning & Community Development Department Secretary, with the return of deposit, to TDC NNY Inc.

Motion: Charles A. Kostyk

Seconded by: Thomas E. Wood

Discussion: None

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella			x		
Michael S. Cashman	x				

Resolution No. 023-287

**Morrisonville Schuyler Falls Volunteer
Ambulance Service, Inc. Agreement**

WHEREAS, the Town of Plattsburgh currently contracts for Ambulance services with Morrisonville Schuyler Falls Volunteer Ambulance Service, Inc. for an ambulance district in the Town; and

WHEREAS, said contract will terminate on December 31, 2023; and

WHEREAS, it is in the best interest in the Town to continue with said services; and

WHEREAS, a copy of which is attached hereto and made apart hereof; therefore, be it

RESOLVED, after review and approval by the Town Attorney, the Agreement with the Morrisonville Schuyler Falls Ambulance Service, and the Town of Plattsburgh hereby is approved for the period of January 1, 2024 through December 31, 2026; and it is further

RESOLVED, that the Supervisor be and he hereby is authorized to sign said Agreements for the Town; and be it further

RESOLVED, that a copy of this Resolution and Agreement be given to the Finance Manager and Morrisonville Volunteer Schuyler Falls Ambulance Service.

Motion: Charles A. Kostyk

Seconded by: Barbara E. Hebert

Discussion: Charles A. Kostyk, Michael S. Cashman, Thomas E. Wood, Barbara E. Hebert

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella			x		
Michael S. Cashman	x				

Resolution No. 023-288

Adoption by the Town Board of the Town of Plattsburgh of Local Law No. 8 of 2023 a Local Law to Establish the Residency Requirements for the Appointed Office of Deputy Highway Superintendent of the Town of Plattsburgh

WHEREAS, a Resolution was duly adopted by the Town Board of the Town of Plattsburgh for a Public Hearing to be held by said Governing Body on December 14, 2023 at 6:05 P.M. at the Town of Plattsburgh, 151 Banker Road, Plattsburgh, New York to hear all interested parties on proposed Local Law No. 8 of 2023 a Local Law to Establish the Residency Requirements for the Appointed Office of Deputy Highway Superintendent of the Town of Plattsburgh; and

WHEREAS, notice of said Public Hearing was duly advertised in the Press Republican, the official newspaper of said Town, on December 8, 2023; and

WHEREAS, said Public Hearing was duly held on December 14, 2023 at 6:05 P.M. at 151 Banker Road, Plattsburgh, New York and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said Proposed Local Law, or any part thereof; and

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
PUBLIC HEARING
December 14, 2023**

The meeting was called to order at 6:00 p.m. by the presiding officer at the Town Hall on the Banker Road.

FURTHER NOTICE is hereby given that the Town Board of the Town of Plattsburgh will meet and hold public hearings thereon at the Town Hall located on the Banker Road, in the Town of Plattsburgh, Clinton County, New York on Thursday, December 14, 2023 at 6:05 p.m. prevailing time in relation to Proposed Local Law No. 8 of a Local Law to Establish the Residency Requirements for the Appointed Office of Deputy Highway Superintendent of the Town of Plattsburgh.

1. Acceptance of Written Comments into the Record of the Hearing:

2. Open Public Hearing to the Floor for Public Comment:

Motion to OPEN Public Hearings

Motion to CLOSE Public Hearings

Motion by: Thomas E. Wood

Motion by: Barbara E. Hebert

Seconded by: Barbara E. Hebert

Seconded by: Charles A. Kostyk

Discussion: None

Time: 6:05 PM

Time: 6:16 PM

	<u>Yes</u>	<u>No</u>	<u>Absent</u>		<u>Yes</u>	<u>No</u>	<u>Absent</u>
Thomas E. Wood	x			Thomas E. Wood	x		
Barbara E. Hebert	x			Barbara E. Hebert	x		
Charles A. Kostyk	x			Charles A. Kostyk	x		
Dana M. Isabella			x	Dana M. Isabella			x
Michael S. Cashman	x			Michael S. Cashman	x		

LOCAL LAW NO. 8 OF 2023

A LOCAL LAW TO ESTABLISH THE RESIDENCY REQUIREMENTS FOR THE APPOINTED OFFICE OF DEPUTY HIGHWAY SUPERINTENDENT OF THE TOWN OF PLATTSBURGH

BE IT ENACTED by the Town Board of the Town of Plattsburgh as follows:

SECTION I. Title: A Local Law to establish the residency requirements for the appointed office of deputy highway superintendent for the Town of Plattsburgh.

SECTION II. Authority: This local law is adopted pursuant to Municipal Home Rule Law, §10[1][ii][a][1] that grants to local governments the authority to enact local laws regarding the qualifications of local officers. Furthermore, this local law recognizes that the State Legislature amended Public Officers Law, §3 adding a new subdivision (24) expanding the residency requirements for any appointed public office in the Town of Greenburgh Westchester County, thereby rendering Public Officers Law a special law with respect to any appointed town officer (See of N.Y. Op. Atty. Gen. (Inf.) No. 91-37).

SECTION III. Supersession: This local law shall supersede Town Law, §23(1) in its application to the office of deputy highway superintendent for the Town of Plattsburgh.

SECTION IV. Residency: Residency requirements for the position of the deputy highway superintendent for the Town of Plattsburgh: The person holding the office of deputy highway superintendent in the Town of Plattsburgh need not be a resident nor an elector of the Town of Plattsburgh, provided, however, that such person shall reside in Clinton County.

SECTION V. Inconsistency: All other local laws and ordinances of the Town of Plattsburgh that are inconsistent with the provisions of this local law are hereby repealed; provided however, that such repeal shall only be to the extent of such inconsistency and in all other respects this local law shall be in addition to such other local law or ordinances regulating and governing the subject matter covered by this local law.

SECTION VI. Savings Clause: If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder, thereof, but shall be confined in its operation of the clause, sentence, paragraph, worked section or part thereof directly involved in the controversy in which such judgement shall have been rendered.

SECTION VII. Effective Date: This local law shall take effect upon filing with the Secretary of State.

**AGREEMENT BETWEEN TOWN OF PLATTSBURGH AND
MORRISONVILLE SCHUYLER FALLS VOLUNTEER
AMBULANCE SERVICE, INC.
FOR AMBULANCE SERVICE IN THE
TOWN OF PLATTSBURGH**

THIS AGREEMENT, made effective the 1st day of January 2024, between the **TOWN BOARD OF THE TOWN OF PLATTSBURGH**, (hereinafter "TOWN") with offices located at 151 Banker Road, Plattsburgh, New York 12901, and **MORRISONVILLE SCHUYLER FALLS VOLUNTEER AMBULANCE SERVICE, INC.** (hereinafter "EMS"), 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 at 21 Banker Road, Morrisonville, NY 12962;

WITNESSETH:

WHEREAS, the TOWN has historically and intends to continue to exercise the authority conferred by General Municipal Law §122-b authorizing the TOWN to provide for emergency medical services, advanced life support ("ALS") first responder services, and general ambulance services (hereinafter collectively referred to as "ambulance service[s]") within the boundaries of the TOWN and further, to formulate such rules and regulations as the TOWN deems necessary relating to the provision of ambulance services, and further, to contract with New York State Certified agencies and operators for ambulance services within the TOWN upon such terms and provisions set forth in this Agreement; and

WHEREAS the TOWN by this AGREEMENT and in conjunction with other related agreements, by and amongst the TOWN, the agencies or operators providing ambulance services in the TOWN, and the vendors contracting with those agencies and operators, and which are incorporated by reference hereto, intends to provide a comprehensive regulatory system for the provision of ambulance services in the TOWN; and

WHEREAS, the TOWN by this AGREEMENT, desires to establish a

uniform and contractual arrangement with EMS for ambulance service in the Western Zone of the Town Wide Ambulance District with the provision that EMS will pursue revenue recovery for ambulance services provided within the TOWN and that the revenue generated through revenue recovery will be applied to the benefit of the TOWN to: 1) offset the costs of the provision of ambulance services in the TOWN; 2) lessen the tax burden for TOWN residents; and 3) provide for the continued development, quality assurance, and quality improvement of ambulance services within the TOWN;

NOW THEREFORE, in consideration of the mutual promises recited herein and other good and valuable consideration set forth in this AGREEMENT, the TOWN does contract with EMS to furnish ambulance service to said TOWN, and EMS agrees to furnish such ambulance service, in accordance with the following provisions:

1. TERM

This AGREEMENT shall be effective from the earlier of January 1, 2024, or the date this Agreement is executed by the parties, until December 31, 2026.

2. MODIFICATION

This AGREEMENT and any provision herein may be modified at any time, in writing, upon the consent of both parties. It is contemplated by the parties that fees for services set forth in Exhibit "A" will be updated periodically during the term of this AGREEMENT as recommended by EMS and as necessary to keep the amounts of the fees current with maximum allowable, usual, and customary rates for such services.

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless stated in writing and signed by both parties.

3. OBLIGATIONS OF EMS

A. EMS will provide Advanced Life Support (ALS) ambulance service to residents of the TOWN and to non-residents for medical emergencies occurring within the TOWN. EMS will provide one (1) ALS ambulance, staffed with one (1) two-person crew from 5:00 am until 5:00 am seven days a week and one (1) volunteer crew as backup. EMS will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such ALS ambulance service and shall comply with the lawful mandates of the State of New York Department of Health and the Regional Emergency Medical Organization, and such other requirements, rules, and regulations for the operation of such ambulance service.

B. EMS will seek revenue recovery from persons utilizing the ambulance service. EMS shall adhere to all rules and regulations promulgated by the TOWN for ambulance services.

C. EMS shall provide the TOWN with the accounting and reporting of calls, revenues, expenses, and other matters as set forth in this AGREEMENT.

1. Annual Budget Summary-Due to the town by the 15th of September

- a. Projected Revenues from all sources pertaining to Town of Plattsburgh.
- b. Projected Expenses pertaining to Town of Plattsburgh
 - i. Payroll/Benefits
 - ii. Fuel/Maintenance
 - iii. Supplies
 - iv. Building Expenses

2. Monthly Reports

- a. Run List: Month, YTD with comparison to previous year.
Numbers to include mutual aid provided and received.
- b. Monthly Billings/Revenue Received.

- c. YTD Billing/Revenue Received.
- d. Uncollectible Amount written off for the month as well as year to date.

3. Yearly Report:

- a. Provided by February 15th of the following calendar year with presentation to liaison committee.
 - b. Summary of yearly numbers to Budget.
 - c. Final yearly numbers on calls, billings, actual receipts, and write-offs.
4. Copy of agency Annual Independent Auditor's Report and or an independent's Accountant report on applying agreed-upon procedures.

4. OBLIGATIONS OF THE TOWN

A. In consideration for services provided by EMS, the TOWN will provide EMS with an annual payment in the following amounts derived from annual tax levied on the TOWN, and payable in one payment, due prior to the 28th day of February.

2024	\$277,928.00
2025	\$291,824.00
2026	\$306,415.00

B. The TOWN will enact such lawful resolutions as necessary to affect the intended purposes of this AGREEMENT. The TOWN will establish and approve a schedule of fees or charges to be paid by persons using the ambulance service. The TOWN will consider the recommendations of EMS when establishing and updating the schedule of fees or charges. The current schedule of fees or charges is annexed hereto as Exhibit "A".

5. REVENUE RECOVERY

EMS, as the transporting agency, will bill patients, their insurers (including private insurers, Medicare, and Medicaid), and guarantors at the usual and customary rates as approved by the TOWN for the provision of

ambulance services and where applicable and authorized, for first responder services. Bills for services will only be submitted to patients transported to or from a health care or health related facility, and properly chargeable treatment as permitted by law. The expenses incurred for pursuing revenue recovery shall be borne by EMS and subtracted from those sums received from third parties for service, including any additional costs to EMS for providing billing services attributable to billing and EMS may contract with vendor(s) to supply revenue recovery billing services.

6. INDEMNITY

To the fullest extent of the law, EMS agrees to defend, indemnify and hold harmless the Town, its officers, agents and/or employees of and from any and all suits, actions, causes of actions, claims, judgements, and/or liability imposed or threatened to be imposed upon the Town, its officers, agents and/or employees arising from the acts of negligence, active or passive, of EMS, its officers, agents and/or employees in providing services under this agreement. This obligation to defend, indemnify and hold harmless shall survive any termination of this Agreement.

7. INSURANCE

EMS agrees that it will, at its own cost and expense, insure and keep insured with a New York State admitted carrier that has an AM Best rating of A- or greater during the term of this Agreement, its vehicles (including any ambulance owned by EMS), its equipment and supplies, and its members against any and all claims and damages arising from death, personal injury or property damage, with (i) a policy of commercial general liability insurance with \$2 million dollars per occurrence/ \$5 million dollars aggregate limit, including a \$2 million dollar umbrella,(ii) an errors and omissions policy with a \$2 million dollar limit for each ambulance owned or leased by EMS hereunder. In addition, EMS shall provide coverage for Workers Compensation and/or Volunteer Benefits insurance coverage with limits satisfactory to the Town. Each of these insurance policies shall provide coverage for occurrences under the terms of this contract. EMS will provide appropriate insurance certificates to the TOWN showing evidence of coverage and naming the TOWN as an additional insured as required herein.

8. AUDIT AND FINANCIAL CONTROL

A. Revenue collected by EMS will be deposited in a federally insured bank account.

B. Donations made to EMS and other sources of revenue not arising from ambulance services within the TOWN shall not be considered revenue for the purposes of this Section.

Removed item B from previous version per EMS of MVAS discussions.

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. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of EMS to the services and work performed by it under this Agreement shall be that of an independent contractor. The Town shall not supervise or control the method or manner of providing emergency ambulance services hereunder.

11. NO ASSIGNMENT

Pursuant to General Municipal Law §109, EMS is prohibited from assigning or transferring its obligations, rights, title, and interests under this AGREEMENT to any other person or entity without the express written consent of the TOWN. To the extent that any portion of the revenue recovery services or billing services may be or are (sub) contracted or delegated to a third party by EMS (which subcontracting or delegating the parties acknowledge is expressly authorized herein), no such contract with or delegation to such third party will be deemed to satisfy or release EMS from any obligations or duties EMS owes to the TOWN under this AGREEMENT.

12. WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless stated in writing and signed by the party waving said breach. No such waiver shall in any way affect any other term or condition of this agreement, or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

13. ARBITRATION

Before filing any notice of demand for arbitration, the parties shall make best efforts to resolve any dispute under this Agreement on an informal basis. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The award rendered shall be final and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. Under the terms of this Agreement, no suit at law or in equity shall be instituted by either party except to enforce the award of the arbitrator.

The arbitrators, in their award, shall designate which party or parties, if any, are entitled to receive their costs necessarily incurred in the arbitration procedure. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or result of an arbitration hereunder without the prior written consent of both parties. The parties agree that all arbitration arising out of or under this Agreement shall be venued in Plattsburgh, New York.

Exhibit "A"

ALS 1 Rural Emergency Base Rate	\$1,900.00
ALS 2 Rural Emergency Base Rate	\$2,100.00
BLS Rural Emergency Base Rate	\$ 1,400.00
Rural Loaded Mileage	\$45.00/mile
*Updated rates will be provided to TOWN upon start of EMS's fiscal year, Jan. 1.	

TOWN OF PLATTSBURGH

By: _____
Michael S. Cashman, Town Supervisor

Date: _____

MORRISONVILLE SCHUYLER FALLS
VOLUNTEER AMBULANCE SERVICE, INC.

By: _____
Michael Stafford, President

Date: 12/13/23

WHEREAS, the Town Board of the Town of Plattsburgh, after due deliberation, finds it in the best interest of said Town to adopt said Local Law; therefore, be it

RESOLVED, that the Town Board of the Town of Plattsburgh hereby adopts said Local Law No. 8 of 2023 entitled a Local Law to Establish the Residency Requirements for the Appointed Office of Deputy Highway Superintendent of the Town of Plattsburgh; and be it further

RESOLVED, that the Town Clerk be, and she hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Plattsburgh, and to give due notice of the adoption of said Local Law to the Secretary of the State of New York.

Motion: Thomas E. Wood
Seconded by: Barbara E. Hebert
Discussion: None

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella			x		
Michael S. Cashman	x				

Committee Reports:

- Barbara E. Hebert: Volunteers
- Charles A. Kostyk – Water/Wastewater – Highway – Thank you

Town Board meeting be adjourned at 6:50 PM.

Executive Session – as needed:

Motion to go into Executive Session to discuss the work history of two specific individuals.

Motion by: Barbara E. Hebert

Seconded by: Thomas E. Wood

Time: 6:28 PM

Motion to come out of Executive session

Motion by: Charles A. Kostyk

Seconded by: Barbara E. Hebert

Time: 6:50 PM

	<u>YES</u>	<u>NO</u>		<u>YES</u>	<u>NO</u>
Thomas E. Wood	x		Thomas E. Wood	x	
Barbara E. Hebert	x		Barbara E. Hebert	x	
Charles A. Kostyk	x		Charles A. Kostyk	x	
Dana M. Isabella	Absent		Dana M. Isabella	Absent	
Michael S. Cashman	x		Michael S. Cashman	x	

Minutes Respectfully Submitted by:

Katie Kalluche, Town Clerk