

**dates signed are pathetic
for a contract for Jan-Dec**

COMMUNITY AMBULANCE

COMMUNITY AMBULANCE CO., INC PO BOX 271 SAYVILLE, NY 11782	400.00	10-MAR- 16	FRIENDS OF ANGIE CARPENTER
COMMUNITY AMUBULANCE COMPANY 146 RAILROAD AVE. SAYVILLE, NY 11782	600.00	17-SEP- 15	FRIENDS OF ANGIE CARPENTER

ILLEGAL

COMUNITY AMBULANCE COMPANY INC 146 RAILROAD AVE SAYVILLE, NY 11782	450.00	06-OCT- 16	FRIENDS OF TOM CROCI
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The Restriction of Political Campaign Intervention by Section 501(c)(3) Tax-Exempt Organizations

Under the Internal Revenue Code, all section 501(c)(3) organizations are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Contributions to political campaign funds or public statements of position (verbal or written) made on behalf of the organization in favor of or in opposition to any candidate for public office clearly violate the prohibition against political campaign activity. Violating this prohibition may result in denial or revocation of tax-exempt status and the imposition of certain excise taxes

**Sayville's Community Ambulance
Company opens at \$7.3M site**



People gather for the grand opening of Community Ambulance Company in Sayville on Oct. 26, 2014. Credit: James Carbone

By SARAH ARMAGHAN sarah.armaghan@newsday.com [@ArmaghanS](#) Updated **October 26, 2014**
7:42 PM

The Community Ambulance Company in Sayville opened its doors Sunday morning as a crowd watched seven emergency vehicles glide down Lakeland Avenue and into their parking bays at the **new \$7.3 million site.**

For the past six decades, the ambulance company operated out of a 3,800-square-foot building on Swayze Street that only had two ambulance bays, forcing officials to park some vehicles at Long Island MacArthur Airport and the Bohemia Fire Department. Now, the 22,000-square-foot facility easily fits each truck on the ground floor of the two-story building.

The Community Ambulance Company purchased the land for about \$300,000 from the Town of Islip in 2012, (CROCI FIRST YEAR IN OFFICE) according to MacDonnell. The town was forced to raise taxes that year in the Sayville Ambulance District in order to fund the project, making **yearly tax payments increase to about \$110 from \$73 per average household, a nearly 50 percent jump, he said.**

ISLIP COUNCILMAN COCHRANCE VOTED YES, CONFLICT OF INTEREST, HE HAS A BUSINESS RELATIONSHIP!



**Town of Islip ambulances were instructed by
Islip Supervisor and Islip Town Comptroller to start charging
Residents !**

**Islip Supervisor states she can no longer afford to supply
EMS with their proper needs to save lives!**

Please see attached response to your FOIL Request.

Robert Stadelman, Vice-President
Exchange Ambulance Corp. of the Islips
190 Carleton Ave / PO BOX 1
East Islip, NY 11730
Office: 631-581-3151 EXT 108
Fax: 631-859-3614
Email: Robert.Stadelman@ExchangeAmbulance.org

**We pay taxes for
this service!**



Phone: (631) 581-3151 Press 4
Fax: (631) 859-3614

**EXCHANGE AMBULANCE CORPORATION
OF THE ISLIPS
BOARD OF DIRECTORS**

VOLUNTEERS SINCE 1951
PO BOX 1, EAST ISLIP, NEW YORK 11730
www.exchangeambulance.com

To: [REDACTED]
Re: FOIL Request 6/17/2021
Date: 6/19/2021

In response to your FOIL Request dated 6/17/2021, please see below:

Meeting Held With Supervisor Carpenter:

A meeting was held with Town of Islip Supervisor Carpenter and Comptroller Ludwig in approximately February of 2019. The meeting indicated that the increase in costs of providing Emergency Medical Service (EMS) by the five EMS agencies in the town of Islip was exceeding the rate that the town could continue to increase funding. The five EMS agencies were directed to investigate billing insurance to cover some of these costs.

Start of Billing:

Exchange Ambulance Corp. of the Islips commenced insurance billing in April 2020.

Use of Funds:

The funds that Exchange Ambulance Corp. of the Islips collects from insurance billing are used exclusively to improve the operations and level of care provided by Exchange Ambulance to the community. Costs such as medical supplies, medical equipment, vehicles, and payroll of the paid staff that supplements our volunteers are partially funded through the funds received from billing.

Collections:

It should be noted that while Exchange Ambulance Corp. of the Islips is billing health insurance providers for the treatment and transportation provided, we will **NEVER** send anyone to collections for inability to pay. The same level of care and transportation is provided to EVERY patient regardless of their ability to pay.

WE PAY TAXES FOR THIS SERVICE!!!

NYS REAL PROP TAX LAW	1.3	2007	34,600	0.2680	63.4%	92.73
EAST ISLIP FIRE DISTRICT	5.4		34,600	1.1130	2.0%	385.10
STREET LIGHTING DISTRICT	0.4		34,600	0.0870	7.4%	30.10
EXC. AMB. OF THE ISLIPS	0.6		34,600	0.1300	6.5%	44.98

44.99

NYS REAL PROP TAX LAW	1.9	2009	34,600	0.4300	13.7%	148.78
EAST ISLIP FIRE DISTRICT	5.1		34,600	1.1530	0.0%	398.94
STREET LIGHTING DISTRICT	0.4		34,600	0.0950	5.5%	32.87
EXC. AMB. OF THE ISLIPS	0.7		34,600	0.1470	8.0%	50.86

50.86

NYS REAL PROP TAX LAW	3.4	2015	34,600	0.9070	41.4%	313.82
OUT OF COUNTY TUITION	0.2		34,600	0.0600	-1.6%	20.76
EAST ISLIP FIRE DISTRICT	4.6		34,600	1.2460	0.7%	431.12
STREET LIGHTING DISTRICT	0.3		34,600	0.0780	-4.8%	26.99
EXC. AMB. OF THE ISLIPS	0.7		34,600	0.1810	5.8%	62.63

62.63

NYS REAL PROP TAX LAW	2.6	2016	34,600	0.6840	-24.5%	236.66
OUT OF COUNTY TUITION	0.2		34,600	0.0610	1.6%	21.11
EAST ISLIP FIRE DISTRICT	4.8		34,600	1.2580	0.9%	435.27
STREET LIGHTING DISTRICT	0.3		34,600	0.0710	-8.9%	24.57
EXC. AMB. OF THE ISLIPS	0.7		34,600	0.1860	2.7%	64.36

64.36

SA41 SA04 EXC. AMB. OF THE ISLIPS +26.34 34600 .2350 81.31

SA41 SA04 EXC. AMB. OF THE ISLIPS +14.89 34600 .2700 93.42

NYS REAL PROP TAX LAW	1.0	2019	27,680	0.2080	1.9%	57.57
OUT OF COUNTY TUITION	0.4		27,680	0.0740	-1.3%	20.48
EAST ISLIP FIRE DISTRICT	7.8		34,600	1.3230	2.2%	457.76
STREET LIGHTING DISTRICT	0.4		34,600	0.0730	0.0%	25.26
EXC. AMB. OF THE ISLIPS	1.8		34,600	0.3110	11.4%	107.61

107.61

NYS REAL PROP TAX LAW	1.5	2020	27,680	0.3280	57.6%	90.79
OUT OF COUNTY TUITION	0.3		27,680	0.0670	-9.4%	18.55
EAST ISLIP FIRE DISTRICT	7.7		34,600	1.3300	0.5%	460.18
STREET LIGHTING DISTRICT	0.4		34,600	0.0690	-5.4%	23.87
EXC. AMB. OF THE ISLIPS	1.8		34,600	0.3090	-0.6%	106.91

106.91

CURRENT LAW: Fees and charges prohibited

New York General Municipal Law

Sec. 209-B

Emergency Rescue and First Aid Squads

1.

Emergencies.

a.

The authorities having control of fire departments and fire companies may organize within such departments or companies emergency rescue and first aid squads composed of firemen who are members of such departments or companies. Such squads, so organized, may render services in case of accidents, calamities or other emergencies in connection with which their services may be required, as well as in case of alarms of fire. Whether or not such squads have been organized, any fireman may render service in case of accidents, calamities or other emergencies in connection with which the services of firemen may be required, as well as in case of alarms of fire, unless he shall have been duly ordered not to render such service by the authorities having control of the fire department or company of which he is a member. If a request for emergency service is made by, or originates from a doctor or peace officer, acting pursuant to his special duties, or police officer, and there is any doubt as to whether an emergency exists, the judgment of the doctor or officer that there is, in fact, an emergency may be accepted as conclusive by such squad, or the fireman responding, or who has responded to such call. The person designated to receive calls for such emergency services, for the purpose of dispatching such squads or firemen, shall determine in the first instance from the information furnished to him whether an emergency exists and his decision, if in good faith, as to whether or not there is an emergency shall be final in relation to dispatching such squads or firemen. Any such preliminary determination shall not be deemed to authorize the rendition of services if, upon arriving at the place to which dispatched, it is found that there is no emergency.

b.

The governing board of any city, town, village or fire district which has a fire department but which has not authorized such fire department to render emergency ambulance service, may contract for the furnishing to it of emergency ambulance service with another city, town, village or fire district which has in its fire department an emergency rescue and first aid squad duly authorized to render emergency ambulance service. Before any contract to furnish emergency ambulance service is entered into, the consents of the fire department, the fire company and the emergency rescue and first aid squad to furnish such emergency ambulance service shall be obtained. **Each consent shall be evidenced by a copy of a resolution certified respectively by the secretary of the fire department and fire company and by the officer then in command of the emergency rescue and first aid squad.**

2.

General ambulance service.

a.

The governing board of any city, town which has a fire department, village or fire district which has in its fire department an emergency rescue and first aid squad composed mainly of volunteer firefighters, by resolution, may authorize any such squad to furnish general ambulance service for the purpose of (1) transporting any sick, injured or disabled resident or person found within the city, town, village or fire district to a hospital, clinic, sanatorium or other place for treatment and care and returning any such person therefrom if still sick, injured or disabled and (2) transporting any sick, injured or disabled resident of the city, town, village or fire district from a hospital, clinic, sanatorium or

other place where such person has received treatment and care to any other place for treatment and care or to such person's home whether such hospital, clinic, sanatorium or other place where such person has received treatment and care is within or without the city, town, village or fire district or the territory listed on the ambulance service certificate or certificate of registration as the usual territory within which the ambulance service operates.

b.

The town board of a town which does not have a fire department but in which there is a fire corporation located outside any village, fire district, fire alarm district or fire protection district, by resolution, may authorize the emergency rescue and first aid squad of such fire corporation to furnish general ambulance service for the purpose of (1) transporting any sick, injured or disabled resident or person found within the area described in the certificate of incorporation of the fire corporation to a hospital, clinic, sanatorium or other place for treatment and care and returning any such person therefrom if still sick, injured or disabled and (2) transporting any sick, injured or disabled resident of such described area from a hospital, clinic, sanatorium or other place where such person has received treatment and care to any other place for treatment and care or to such person's home whether such hospital, clinic, sanatorium or other place where such person has received treatment and care is within or without the area described in the certificate of incorporation of such fire corporation or the territory listed on the ambulance service certificate or certificate of registration as the usual territory within which the ambulance service operates.

c.

The governing board of a city, village or fire district which by law is authorized to contract to have fire protection furnished for any district or area thereof by the fire department or fire company of another city, town, village or fire district, or a town board on behalf of a fire protection district or fire alarm district, may include in any fire protection contract a provision for the furnishing of general ambulance service by the emergency rescue and first aid squad of the fire department or fire company which furnishes such fire protection. Such general ambulance service shall be for the purpose of (1) transporting any sick, injured or disabled resident or person found within the contract district or area to a hospital, clinic, sanatorium or other place for treatment and care and returning any such person therefrom if still sick, injured or disabled and (2) transporting any sick, injured or disabled resident of such contract district or area from a hospital, clinic, sanatorium or other place where such person has received treatment and care to any other place for treatment and care or to such person's home whether such hospital, clinic, sanatorium or other place where such person has received treatment and care is within or without the contract district or area or the territory listed on the ambulance service certificate or certificate of registration as the usual territory within which the ambulance service operates. The city, town, village, fire district or the fire department or fire company thereof which is authorized to furnish such fire protection pursuant to contract shall have power to contract to furnish such general ambulance service.

d.

Before any authorization is granted under paragraphs a and b of this subdivision, or before any contract to furnish general ambulance service is entered into pursuant to paragraph c of this subdivision, and before any public hearing is conducted as herein provided, the consents of the fire department, the fire company and the emergency rescue and first aid squad to furnish the general ambulance service shall be obtained. Each consent shall be evidenced by a copy of a resolution certified, respectively, by the secretary of the fire department and fire company and by the officer then in command of the emergency rescue and first aid squad.

e.

Before authorizing general ambulance service under paragraphs a and b of this subdivision the governing board of a city, town, village or fire district shall conduct a public hearing. Before the governing board of a city, town, village or fire district enters into a contract for fire protection which contract, for the first time for a specific district or area, provides for the furnishing of general ambulance service pursuant to paragraph c of this subdivision, it shall conduct a public hearing in the manner required by law, if any, for the entering into of a fire protection contract therefor, but if a public

hearing is not required in any such case, then the public hearing shall be held as herein provided and the procedure for publishing notice under this paragraph shall be applicable. **Notice of such hearing shall be published at least once in a newspaper or newspapers having general circulation in the city, town, village or fire district, or, in the case of contracts, in the fire alarm district, fire protection district, or other contract area. In all cases the notice of hearing shall, in general terms, (1) describe the general ambulance service which is proposed to be furnished,**

(2) describe the area to be served,

(3) state the names of the fire department, fire companies and emergency rescue and first aid squad affected,

(4) state the time and place within the city, town, village or fire district, or, in the case of contracts, the fire alarm district, fire protection district, or other contract area, where such hearing will be held and

(5) state that all persons residing within the area to be served, all persons, firms and corporations owning real property within the area to be served, and all persons, firms and corporations whose business interests or employment would either be benefited or adversely affected, whether or not a resident or owner of real property within the area to be served, shall have the right to be heard in person or by representative at the public hearing. Such notice shall be published at least ten days prior to the date fixed for the hearing.

f.

After the hearing and after considering the statements made at the hearing the governing board shall determine whether authorizing the furnishing of general ambulance service, or the entering into of a contract for general ambulance service, is in the public interest. If the governing board determines that it is in the public interest to authorize the furnishing of general ambulance service, or to enter into a contract for general ambulance service, **it shall adopt the resolution authorizing the same and within ten days thereafter cause a certified copy of the resolution and the determination on which it is based to be filed in the office of the clerk of the county or counties in which the city, town, village or fire district is located. The consents required by paragraph d of this subdivision shall be filed with such resolution and determination.**

g.

The determination of the governing board in relation to the furnishing of general ambulance service shall be subject to review in the manner provided in article seventy-eight of the civil practice law and rules provided that application has been made therefor within thirty days from the date of the filing thereof. Such determination shall become final and conclusive and the resolution shall become effective at the expiration of such thirty days or, if application for review be made, upon the final determination thereof.

h.

When general ambulance service is authorized pursuant to this subdivision, the emergency rescue and first aid squad shall answer all calls and demands for such service to be furnished to sick, injured or disabled persons entitled thereto, subject to such rules and regulations as shall be prescribed by authorities having control of such squad, and subject at all times to the emergency needs of the fire department and any limitations upon such service specified in a fire protection contract. Such rules and regulations may establish limitations on the distances which may be traveled outside the area to be served in order to reach hospitals, clinics, sanatoriums or other places where care and treatment is to be or has been furnished.

i.

Any action taken pursuant to this subdivision may be rescinded by resolution of the governing board which has taken such action. The term "resolution", as used in this subdivision two, means resolution, ordinance, act or local law.

j.

The provisions of this subdivision two shall apply to all cities, towns, villages and fire districts, except where the provisions of a general or special law expressly prohibit the rendition of general ambulance service by an emergency rescue and first aid squad of the fire department thereof.

3.

Transportation of persons. Squads and persons authorized to render service pursuant to this section shall transport sick, injured or disabled persons only in vehicles owned by or under the control of a city, town, village, fire district, a fire department or a fire company unless ordered or permitted to transport such persons in other vehicles by the authorities having control of the fire department or fire company of which he is a member. 3-a. Mutual aid.

a.

The governing board of any city, town which has a fire department, village or fire district which has in its fire department an emergency rescue and first aid squad composed mainly of volunteer firefighters, may, by resolution authorize any such squad to enter into one or more mutual aid agreements as defined in subdivision twenty of section three thousand one of the public health law, and/or to contract with ambulance services as defined in subdivisions two and three of section three thousand one of the public health law to provide services when the emergency rescue and first aid squad is unavailable.

b.

The town board of a town which does not have a fire department but in which there is a fire corporation located outside any village, fire district, fire alarm district or fire protection district may, by resolution, authorize the emergency rescue and first aid squad of such fire corporation to enter into one or more mutual aid agreements as defined in subdivision twenty of section three thousand one of the public health law, and/or to contract with ambulance services as defined in subdivisions two and three of section three thousand one of the public health law to provide services when the emergency rescue and first aid squad is unavailable.

4.

Fees and charges prohibited. Emergency and general ambulance service authorized pursuant to this section shall be furnished without cost to the person served. The acceptance by any fireman of any personal remuneration or gratuity, directly or indirectly, from a person served shall be a ground for his expulsion or suspension as a member of the fire department or fire company.



5.

The term "emergency", as used in this chapter, or in any other law of general application, in relation to the operations of fire departments, includes, unless a contrary intent is clearly expressed or indicated, the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

CURRENT TOWN LAW:

Section 184 Fire protection districts

Town (TWN)

1. Whenever the town board shall have established or extended a fire protection district pursuant to the provisions of this article, the town board shall provide for the furnishing of fire protection within the district and for that purpose may

(a) contract with any city, village, fire district or incorporated fire company maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection in such district or

(b) may acquire by gift or purchase such apparatus and appliances for use in such district and may contract with any city, village, fire district or incorporated fire company for operation, maintenance, and repair of the same and for the furnishing of fire protection in such district, or both. The contract may also provide for the furnishing of

(1) emergency service in case of accidents, calamities or other emergencies in connection with which the services of firefighters would be required and

(2) general ambulance service subject, however, to the provisions of section two hundred nine-b of the general municipal law. In the event that the fire department or fire company furnishing fire protection within the district pursuant to contract does not maintain and operate an ambulance then a separate contract may be made for the furnishing within the district of emergency ambulance service or general ambulance service, or both, with any city, village or fire district the fire department of which, or with an incorporated fire company having its headquarters outside the district which, maintains and operates an ambulance subject, however, in the case of general ambulance service, to the provisions of section two hundred nine-b of the general municipal law, or with an ambulance service, certified or registered pursuant to article thirty of the public health law, which is not organized under the provisions of section two hundred nine-b of the general municipal law. Any such contract with any such ambulance service permitted herein shall be subject to the provisions of this section.

1-a. (a) Except as provided in paragraph (b) of this subdivision, prior to commencing the negotiation process for such contract with an incorporated fire company, the incorporated fire company shall file with the town board a statement itemizing the estimated costs of the incorporated fire company attributable to the provision of services under the prospective contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and

apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs. If the fire company is required to prepare any of the following documents, copies shall be included with the statement:

- (1) the fire company's most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law;
- (2) the fire company's most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;
- (3) the fire company's most recent internal revenue service form 990; and
- (4) the fire company's most recent annual report pursuant to section thirty-a of the general municipal law.

(b) The provisions of paragraph (a) of this subdivision shall not apply to the renewal of a contract when the contract is deemed renewed in accordance with subdivision four of this section. Upon good cause shown, the town board may, by resolution, waive in whole or in part the requirement that the fire company file the statement, and copies of documents, required by paragraph (a) of this subdivision.

2. The contract shall not be entered into until a public hearing has been held by the town board. Notice of the hearing shall be published at least once in at least one newspaper having general circulation in the district. The notice shall specify the time when and place where the hearing will be held, and describe in general terms the proposed contract. The first publication shall be at least ten days prior to the day specified for the hearing. Before any contract to furnish general ambulance service by an ambulance service is entered into pursuant to this section, and before any public hearing is conducted as herein provided, the consent of such ambulance service to furnish general ambulance service shall be obtained. Such consent shall be evidenced by a copy of a resolution certified by the secretary of a voluntary ambulance service or the chief executive officer of a professional ambulance service.

3. Except as provided in subdivision four of this section, the term of the

contract shall be for a definite period of time, but in no event shall the term exceed five years. The contract year or years in all such contracts entered into after the year nineteen hundred sixty shall terminate on December thirty-first.

4. Instead of being for a definite term as provided in subdivision three, the contract may be for an original term of one calendar year or less and provide that it shall be deemed renewed on the same basis each year thereafter for a further term of one full calendar year without any further public hearing unless one of the contracting parties shall notify the other in writing on or before the twentieth day of August that it elects to terminate the contract on December thirty-first in that year. The term of any such contract, including renewals, shall not exceed five years, but the contract may provide that there shall be less than four such renewals. If the city, village or fire district, fire department or fire company which is to furnish the service under such a contract is not a fully paid department or company, the city, village or fire district governing board, upon the request of the department or company, shall terminate the contract as provided in this subdivision. Any such contract may provide that in the month of July of each year in which such a renewal could occur the town clerk of the town in which the fire protection district or the major portion thereof is located shall notify the secretary of the fire department, fire company or ambulance service which is to furnish the service under the contract that the contract shall be deemed renewed on the same basis for a further full term of one calendar year unless one of the contracting parties shall notify the other in writing on or before the twentieth day of August that it elects to terminate the contract on December thirty-first in such year.

5. The contract shall specify a definite sum to be paid each year for all of the services to be rendered thereunder.

6. The amount which is to be paid each year pursuant to any contract entered into pursuant to the provisions of this section, together with all other expenses necessarily incurred or occasioned by reason of the establishment or extension of the fire protection district, shall be assessed and levied upon the taxable property in the district and collected in the same manner, at the same time and by the same officers as town taxes are assessed, levied and collected and, when collected, the amount thereof shall be paid to the supervisor of the town. The supervisor shall pay to the city, village, fire

district, incorporated fire company or *ambulance service* furnishing such service the amount to be paid each year for the service in one sum or in installments as the contract may provide.

7. If a fire protection district shall be situated partly in each of two or more towns any action which would be taken by the town board in the case of a district situated in only one town shall be taken by the town boards of the several towns acting jointly by a majority vote of the members of each of such town boards, and the notice of public hearing required by this section shall be given by the town clerks of the several towns acting jointly.

8. By mutual consent of the contracting parties, and after a public hearing held pursuant to notice in the manner aforesaid, any such contract heretofore or hereafter executed may be

(1) amended,

(2) terminated, or

(3) terminated and a new contract may be entered into in lieu thereof, if the town board, after such hearing, shall determine, by resolution, that it is in the public interest so to do. Such notice shall state in general terms the reason why any existing contract is to be amended or terminated, and if a new contract is to be entered into the notice shall also describe the new contract in general terms.

9. The term "fire protection," as used in this section, includes inspections of buildings and properties in the fire protection district for the purposes specified in and as authorized by sections eight hundred seven-a and eight hundred seven-b of the education law, subdivision four of section three hundred three of the multiple residence law, and section one hundred eighty-nine of the town law.

10. The provisions of this section shall not be deemed to have amended subdivision two of section two hundred nine-b or section two hundred nine-d of the general municipal law, or any other general, special or local law requiring the consent of a fire department, fire company or an emergency rescue and first aid squad to the entering into of a contract for services to be performed by such department, company or squad.

NY Senate trying to amend these laws now with: authorizing fees and charges for emergency medical services

See Below it has been tried many times and FAILED

STATE OF NEW YORK 1914

2015-2016 Regular Sessions IN SENATE **January 15, 2015**

Introduced by Sens. LITTLE, CARLUCCI, VALESKY -- read twice and ordered
printed, and when printed to be committed to the Committee on Local
Government

AN ACT to amend the general municipal law and the town law, in relation
to authorizing fees and charges for emergency medical services

9AYE 0NAY

STATE OF NEW YORK

363--B 2017-2018 Regular Sessions

IN SENATE

January 4, 2017

Introduced by Sens. LITTLE, AKSHAR, BROOKS, CARLUCCI, FUNKE, GALLIVAN, HELMING,
MURPHY -- read twice and ordered printed, and when printed to be committed to the
Committee on Local Government -- reported favorably from said committee and
committed to the Committee on Finance -- committee discharged, bill amended,
ordered reprinted as amended and recommitted to said committee -- recommitted to
the Committee on Local Government in accordance with Senate Rule 6, sec. 8 --
committee discharged, bill amended, ordered reprinted as amended and recommitted
to said committee

AN ACT to amend the general municipal law and the town law, in relation to
authorizing fees and charges for emergency medical services; and to amend the
insurance law, in relation to payments to prehospital emergency medical services
providers **7AYE 0NAY**

STATE OF NEW YORK

7717--B 2017-2018 Regular Sessions

IN ASSEMBLY

Introduced by M. of A. JONES, McDONALD, McDONOUGH, RA, HARRIS, LAVINE, D'URSO,
WOERNER, BLAKE, DiPIETRO, BYRNE, STECK, COOK, BUCHWALD, ERRIGO -- read once and

referred to the Committee on Local Governments -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- recommitted to the Committee on Local Governments in accordance with Assembly Rule 3, sec. 2 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the general municipal law and the town law, in relation to authorizing fees and charges for emergency medical services; and to amend the insurance law, in relation to payments to prehospital emergency medical services providers **NO VOTES**

STATE OF NEW YORK

1940
2019-2020 Regular Sessions

IN SENATE

January 17, 2019

Introduced by Sens. LITTLE, AKSHAR, BROOKS, CARLUCCI, FUNKE, GALLIVAN, HELMING -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the general municipal law and the town law, in relation to authorizing fees and charges for emergency medical services; and to amend the insurance law, in relation to payments to prehospital emergency medical services providers

STATE OF NEW YORK

3685--B
2019-2020 Regular Sessions

IN SENATE

February 12, 2019

Introduced by Sens. BROOKS, LITTLE, FUNKE, GALLIVAN, HARCKHAM, THOMAS -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- reported favorably from said committee, ordered to first and second report, ordered to a third reading, amended and ordered reprinted, retaining its place in the order of third reading

AN ACT to amend the general municipal law and the town law, in relation

to authorizing fees and charges for **STRICKEN**

STATE OF NEW YORK

1286
2021-2022 Regular Sessions

IN SENATE

January 11, 2021

Introduced by Sens. BROOKS, ADDABBO, GALLIVAN, GAUGHRAN, HARCKHAM, HELM-ING,

KAPLAN, THOMAS -- read twice and ordered printed, and when printed to be

committed to the Committee on Local Government

AN ACT to amend the general municipal law and the town law, in relation
to authorizing fees and charges for emergency medical services

62AYE 1NAY

new Bill they all but ONE upstate senator voted in
favor of----S1286

Trying to replace with this- Bill S1286

Provides that authorities having control of a fire department or fire company which
provides emergency medical services may establish fees and charges for services

March 16, 2021 | Passed Senate

**AND YES OUR OWN SENATORS PHIL BOYLE AND ALEXIS WIEK
VOTED FOR THIS, IT HAS NOT YET PASSED
AS OF AUGUST 15, 2021**

Sponsor: John E. Brooks

nysenate.gov



The New York State Senate



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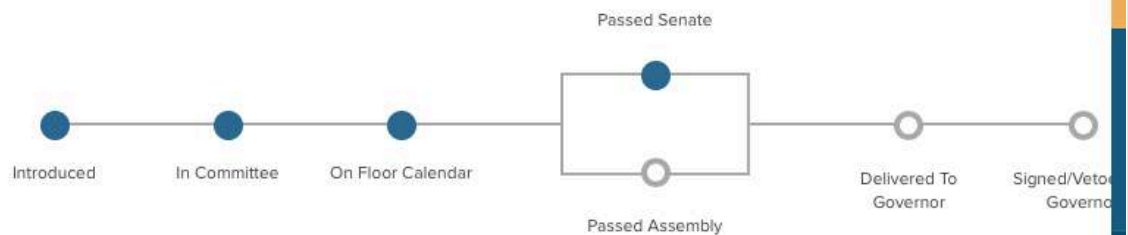


SPONSORED BY



John E. Brooks
(D) 8TH SENATE DISTRICT

CURRENT BILL STATUS - PASSED SENATE



ACTIONS



Passed by your Senate but at a standstill.....

Versions Introduced in Other Legislative Sessions: not passed

2011-2012: [S4856](#)

2013-2014: [S3262](#)

2015-2016: [S1914](#)

2017-2018: [S363](#)

2019-2020: [S1940](#), [S3685](#)

STATE OF NEW YORK

1286

2021-2022 Regular Sessions

IN SENATE

Not passed as of 7.1.21



January 11, 2021

Introduced by Sens. BROOKS, ADDABBO, GALLIVAN, GAUGHRAN, HARCKHAM, HELMING, KAPLAN, THOMAS -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the general municipal law and the town law, in relation to authorizing fees and charges for emergency medical services

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 4 of section 209-b of the general municipal
2 law, as amended by chapter 476 of the laws of 2018, is amended to read
3 as follows:

4 4. Fees and charges [~~prohibited~~] authorized. (a) Emergency and gener-
5 al ambulance service, including emergency medical service as defined in
6 section three thousand one of the public health law, authorized pursuant
7 to this section [~~shall~~] may be furnished without cost to the person
8 served; provided, however, that the authorities having control of a fire
9 department or fire company that have authorized such fire department or
10 fire company to provide such service or services may fix a schedule of
11 fees or charges to be paid by persons requesting such service or
12 services. The authorities having control of a fire department or fire
13 company may provide for the collection of fees and charges or may formu-
14 late rules and regulations for the collection thereof by the fire
15 department or fire company. When fees and charges are authorized pursu-
16 ant to this subdivision, the fees and charges collected shall be
17 disbursed in accordance with a written contract entered into between the
18 authority having control of a fire department of fire company and the
19 fire department or fire company itself. The acceptance by any fire-
20 fighter of any personal remuneration or gratuity, directly or indirect-
21 ly, from a person served shall be a ground for his or her expulsion or
22 suspension as a member of the fire department or fire company.

23 (b) Notwithstanding the provisions of paragraph (a) of this subdivi-
24 sion, a basic life support service which establishes a schedule of fees

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD03579-01-1



1 for service shall enter into a contract with a provider or providers of
2 advanced life support services to provide such advanced life support
3 services. Such contract shall at a minimum establish the fees for
4 advanced life support services and the means by which said provider will
5 be reimbursed when the ambulance service bills for emergency medical
6 service.

7 (c) An emergency and general ambulance service, including emergency
8 medical service as defined by this section which does not establish a
9 schedule of fees for service, requesting an Advanced Life Support (ALS)
10 intercept from another furnishing service in an area that is designated
11 as a rural area by any law or regulation of the state or that is located
12 in a rural census tract of a metropolitan statistical area (as deter-
13 mined under the most recent Goldsmith Modification) shall be subject to
14 payment of an ALS Rural Intercept Fee to such furnishing service at
15 rates negotiated between the providers of such services. In the absence
16 of any agreed upon rates, the service receiving such intercept shall pay
17 for such services at the usual and customary rate, which shall not be
18 excessive or unreasonable. Nothing in this section shall restrict any
19 ambulance providers from establishing mutually agreeable alternate fees
20 for services provided to and/or for each respective ambulance service.

21 § 2. Paragraph (e) of subdivision 1 of section 122-b of the general
22 municipal law, as amended by chapter 303 of the laws of 1980, is amended
23 to read as follows:

24 (e) [~~No~~] A contract [~~shall~~] may be entered into pursuant to the
25 provisions of this section for the services of an emergency rescue and
26 first aid squad of a fire department or fire company which is subject to
27 the provisions of section two hundred nine-b of [~~the general municipal~~
28 law] this chapter;

29 § 3. Subdivision 1 of section 184 of the town law, as amended by chap-
30 ter 599 of the laws of 1994, is amended to read as follows:

31 1. Whenever the town board shall have established or extended a fire
32 protection district pursuant to the provisions of this article, the town
33 board shall provide for the furnishing of fire protection within the
34 district and for that purpose may (a) contract with any city, village,
35 fire district or incorporated fire company maintaining adequate and
36 suitable apparatus and appliances for the furnishing of fire protection
37 in such district or (b) may acquire by gift or purchase such apparatus
38 and appliances for use in such district and may contract with any city,
39 village, fire district or incorporated fire company for operation, main-
40 tenance, and repair of the same and for the furnishing of fire
41 protection in such district, or both. The contract may also provide for
42 the furnishing of (1) emergency service in case of accidents, calamities
43 or other emergencies in connection with which the services of firefight-
44 ers would be required and (2) general ambulance service subject, howev-
45 er, to the provisions of section two hundred nine-b of the general
46 municipal law. In the event that the fire department or fire company
47 furnishing fire protection within the district pursuant to contract does
48 not maintain and operate an ambulance then a separate contract may be
49 made for the furnishing within the district of emergency ambulance
50 service or general ambulance service, or both, with any city, village or
51 fire district the fire department of which, or with an incorporated fire
52 company having its headquarters outside the district which, maintains
53 and operates an ambulance subject, however, in the case of general ambu-
54 lance service, to the provisions of section two hundred nine-b of the
55 general municipal law, or with an ambulance service, certified or regis-
56 tered pursuant to article thirty of the public health law[~~which is not~~

1 ~~organized under the provisions of section two hundred nine b of the~~
2 ~~general municipal law~~]. Any such contract with any such ambulance
3 service permitted herein shall be subject to the provisions of this
4 section.

5 § 4. This act shall take effect on the ninetieth day after it shall
6 have become a law.

Advanced Legislation Search



Search Results

YOUR SEARCH GAVE BACK 1 RESULT(S).

The senate is trying to amend 209-b
to this bill

SORT RESULTS

Recent bills first

Bill S1286 (/legislation/bills/2021/s1286)

2021-22 SESSION

Provides that authorities having control of a fire department or fire company which provides emergency medical services may establish fees and charges for services (/legislation/bills/2021/s1286).



March 16, 2021 | Passed Senate

Sponsor: BROOKS

Refine your search further or search for something else.

FILTER BY CONTENT TYPE

BILLS

PRINT NO

s1286

SESSION YEAR

2021-2022

TITLE / SPONSOR MEMO / FULL TEXT

Senate Bill S1286

2021-2022 Legislative Session

Provides that authorities having control of a fire department or fire company which provides emergency medical services may establish fees and charges for services

 [DOWNLOAD BILL TEXT PDF \(HTTPS://LEGISLATION.NYSENATE.GOV/PDF/BILLS/2021/S1286\)](https://legislation.nysenate.gov/pdf/bills/2021/S1286)

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SPONSORED BY



[John E. Brooks \(/Senators/John-E-Brooks\)](#)
(D) 8TH SENATE DISTRICT

CURRENT BILL STATUS - PASSED SENATE



YOUR VOICE

DO YOU SUPPORT THIS BILL?



AYE



NAY

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GET STATUS ALERTS FOR S1286

EMAIL ADDRESS

Versions Introduced in Other Legislative Sessions:

2011-2012: [S4856 \(/Legislation/Bills/2011/S4856\)](#)

2013-2014: [S3262 \(/Legislation/Bills/2013/S3262\)](#)

2015-2016: [S1914 \(/Legislation/Bills/2015/S1914\)](#)

2017-2018: [S363 \(/Legislation/Bills/2017/S363\)](#)

2019-2020: [S1940 \(/Legislation/Bills/2019/S1940\)](#), [S3685 \(/Legislation/Bills/2019/S3685\)](#)

ALL FAILED, SIMILAR BILLS

S1286 (ACTIVE) - SUMMARY

Provides that authorities having control of a fire department or fire company which provides emergency medical services may establish fees and charges for services.

S1286 (ACTIVE) - SPONSOR MEMO

BILL NUMBER: S1286

SPONSOR: BROOKS

TITLE OF BILL:

An act to amend the general municipal law and the town law, in relation to authorizing fees and charges for emergency medical services

PURPOSE:

The purpose to allow fire departments the option to recover costs when providing emergency medical services.

SUMMARY OF PROVISIONS:

Section 1. this bill amends subdivision 4 of section 209-b of the General Municipal Law to remove the prohibition on a fire department's ability to recover costs for emergency medical services. Further, this section provides language to ensure that advanced life support services are compensated for services rendered.



[VIEW MORE \(37 LINES\)](#) 

S1286 (ACTIVE) - BILL TEXT

 [DOWNLOAD PDF \(HTTPS://LEGISLATION.NYSENATE.GOV/PDF/BILLS/2021/S1286\)](https://legislation.nysenate.gov/pdf/bills/2021/S1286)

ACTIONS

[VIEW ACTIONS \(7\)](#)



VOTES

[VIEW VOTES](#)



CO-SPONSORS



[Joseph P. Addabbo Jr \(/Senators/Joseph-P-Addabbo-Jr\)](#)
(D) 15TH SENATE DISTRICT



[Patrick M. Gallivan \(/Senators/Patrick-M-Gallivan\)](#)
(R, C, IP) 59TH SENATE DISTRICT



[James Gaughran \(/Senators/James-Gaughran\)](#)
(D) 5TH SENATE DISTRICT



[Pete Harckham \(/Senators/Pete-Harckham\)](#)
(D, WF) 40TH SENATE DISTRICT

[VIEW ADDITIONAL CO-SPONSORS](#)



S1286 (ACTIVE) - DETAILS

Law Section:

General Municipal Law

Laws Affected:

Amd §§209-b & 122-b, Gen Muni L; amd §184, Town L

7/1/2021

Bill Search and Legislative Information | New York State Assembly

S01286 Summary:

BILL NO S01286

SAME AS No Same As

SPONSOR BROOKS

COSPNSR ADDABBO, GALLIVAN, GAUGHRAN, HARCKHAM, HELMING, KAPLAN, MANNION, MAYER, REICHLIN-MELNICK, THOMAS

MLTSPNSR

Amd §§209-b & 122-b, Gen Muni L; amd §184, Town L

Provides that authorities having control of a fire department or fire company which provides emergency medical services may establish fees and charges for services.

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Members of the NY State Senate encourage you to use the tools available on [NYSenate.gov](https://nysenate.gov) to let your voice be heard. Here are a few features that might be especially helpful.

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Town of Islip

TOWN CLERK

PUBLIC HEARING
655 Main Street
Islip, NY 11751

February 9, 2021
2:00pm

-
1. To consider amending the Town of Islip Uniform Traffic Code as follows:
Schedule G Stop and Yield
Schedule L Town Parking Lots
Schedule J Parking, Stopping and Standing
 2. To consider a new contract with the Bay Shore Fire District for the year 2021 to provide fire protection for the Bay Shore Fire Protection District.
 3. To enter into an agreement with Brentwood Legion Ambulance Service, Inc. to provide ambulance services to the Brentwood Legion Ambulance District.
 4. To consider entering into a contract with Community Ambulance Company to provide ambulance services for the Sayville Ambulance District.
 5. To enter into an agreement with Exchange Ambulance Corporation of the Islips to provide ambulance services to the Exchange Corporation Ambulance District.
 6. To consider entering into an agreement with the Bay Shore/ Brightwaters Ambulance Company to provide ambulance services to the Bay Shore Brightwaters District.
 7. To enter into a contract with the Central Islip- Hauppauge Ambulance District for the year 2021 to provide emergency ambulance services within the District.

Anyone interested in providing comments to the Town Board on an agenda item is encouraged to do so in writing and prior to the date of the meeting by providing written comment to the Islip Town Clerk at townclerk@islipny.gov
NOTICE IS FURTHER GIVEN that any person who needs a sign language interpreter or has concerns regarding accessibility to the Town Board Meeting, please call Constituent Services at 631-224-5380.

Dated at Islip, NY
TOWN OF ISLIP
Published
OHM/tb

TOWN BOARD,

By: OLGA H. MURRAY
TOWN CLERK

THE TOWN BOARD "NEVER" LET ANY RESIDENT KNOW WHAT THEY PLANNED

**TOWN OF ISLIP
STATE OF NEW YORK
TOWN BOARD REGULAR MEETING
DISCUSSION AGENDA AND PUBLIC HEARINGS**

February 9, 2021 – 2:00 p.m.
655 Main Street Islip, New York
(Held via Zoom Webinar)

A P P E A R A N C E S:

SUPERVISOR ANGIE M. CARPENTER

COUNCILMAN JOHN C. COCHRANE, JR.

COUNCILWOMAN TRISH BERGIN

COUNCILWOMAN MARY KATE MULLEN

COUNCILMAN JAMES P. O'CONNOR

TOWN CLERK OLGA H. MURRAY

TOWN ATTORNEY JOHN DiCIOCCIO

ASSISTANT TOWN ATTORNEY TARYN JEWELL

IDA, EXECUTIVE DIRECTOR JOHN WALSER

FTZ AUTHORITY, EXECUTIVE DIRECTOR BRAD HEMINWAY

TOWN CLERK MURRAY: Hearing number 2 is **TO CONSIDER A NEW CONTRACT WITH THE BAY SHORE FIRE DISTRICT FOR THE YEAR 2021 TO PROVIDE FIRE PROTECTION FOR THE BAY SHORE FIRE PROTECTION DISTRICT.**

SUPERVISOR CARPENTER: Are there any questions on this?
(There was no response.) Hearing none, I will entertain a motion.

COUNCILWOMAN MULLEN: I make a motion to close the Public Hearing and adopt the contract.

SUPERVISOR CARPENTER: Motion by Councilwoman Mullen.
Do we have a second?

COUNCILWOMAN BERGIN: Second.

SUPERVISOR CARPENTER: Second by Councilwoman Bergin.
All those in favor?

ALL: Aye.

SUPERVISOR CARPENTER: Opposed?

Cochran insures them

COUNCILMAN COCHRANE, JR.: Recused.

SUPERVISOR CARPENTER: We have four in favor, one recusal.
The motion is approved.

TOWN CLERK MURRAY: Item number 3 is **TO ENTER INTO AN AGREEMENT WITH THE BRENTWOOD LEGION AMBULANCE SERVICE, INC., TO PROVIDE AMBULANCE SERVICES TO THE BRENTWOOD LEGION AMBULANCE DISTRICT.**

SUPERVISOR CARPENTER: Are there any questions on this hearing?
(There was no response.) I will make that motion. Do we have a second?

COUNCILMAN O'CONNOR: Second.

SUPERVISOR CARPENTER: Second by Councilman O'Connor.
All those in favor?

ALL: Aye.

SUPERVISOR CARPENTER: Opposed?

COUNCILMAN COCHRANE, JR.: Recused.

SUPERVISOR CARPENTER: We have four in favor, one recusal.
The motion is adopted.

Cochran insures them

TOWN CLERK MURRAY: Item number 4 is **TO CONSIDER ENTERING INTO A CONTRACT WITH COMMUNITY AMBULANCE COMPANY TO PROVIDE AMBULANCE SERVICES FOR THE SAYVILLE AMBULANCE DISTRICT.**



SUPERVISOR CARPENTER: Are there any question on this hearing?
(There was no response.) Hearing none, I will entertain a motion.

COUNCILWOMAN BERGIN: I make the motion to adopt the resolution and close the Public Hearing.

SUPERVISOR CARPENTER: Motion by Councilwoman Bergin.
Do we have a second?

COUNCILWOMAN MULLEN: Second.

SUPERVISOR CARPENTER: Second by Councilwoman Mullen.
All those in favor?

ALL: Aye.

SUPERVISOR CARPENTER: Opposed?

COUNCILMAN COCHRANE, JR.: Recused.



SUPERVISOR CARPENTER: We have four in favor, one recusal.
It is approved.

Cochran insures them

TOWN CLERK MURRAY: Item number 5 is **TO ENTER INTO AN AGREEMENT WITH EXCHANGE AMBULANCE CORPORATION OF THE ISLIPS TO PROVIDE AMBULANCE SERVICES TO THE EXCHANGE CORPORATION AMBULANCE DISTRICT.**

SUPERVISOR CARPENTER: Are there any questions?
(There was no response.) Hearing none, I will entertain a motion.

COUNCILMAN COCHRANE, JR.: Motion to close the hearing and approve the resolution.

SUPERVISOR CARPENTER: Motion by Councilman Cochrane.
Do we have a second?

COUNCILMAN O'CONNOR: Second.

SUPERVISOR CARPENTER: Second by Councilman O'Connor.
All those in favor?

ALL: Aye.

**Cochran insures them, guess
there are so many he forgets, right!**

SUPERVISOR CARPENTER: Opposed?
(There was no response.) It is approved.

TOWN CLERK MURRAY: Number 6 is **TO CONSIDER ENTERING INTO AN AGREEMENT WITH THE BAY SHORE/BRIGHTWATERS AMBULANCE COMPANY TO PROVIDE AMBULANCE SERVICES TO THE BAY SHORE/BRIGHTWATERS DISTRICT.**

SUPERVISOR CARPENTER: Are there any questions?
(There was no response.) Hearing none, I will entertain a motion.

COUNCILWOMAN BERGIN: I will make a motion to close the Public Hearing and adopt the resolution.

SUPERVISOR CARPENTER: Motion by Councilwoman Bergin.
Do we have a second?

COUNCILMAN COCHRANE, JR.: Second.

SUPERVISOR CARPENTER: Second by Councilman Cochrane.
All those in favor?

ALL: Aye.

SUPERVISOR CARPENTER: Opposed?
(There was no response.) It is approved.

TOWN CLERK MURRAY: Item number 7 is TO ENTER INTO A CONTRACT WITH THE CENTRAL ISLIP-HAUPPAUGE AMBULANCE DISTRICT FOR 2021 TO PROVIDE EMERGENCY AMBULANCE SERVICES WITHIN THE DISTRICT.

SUPERVISOR CARPENTER: Any questions? (There was no response.)
Hearing none, I will entertain a motion.

COUNCILWOMAN MULLEN: I make a motion to close the Public Hearing and enter into a contract.

SUPERVISOR CARPENTER: Motion by Councilwoman Mullen.
Do we have a second?

COUNCILMAN O'CONNOR: I will second it.

Cochran insures them forgot another one!

SUPERVISOR CARPENTER: Second by Councilman O'Connor.
All those in favor?

ALL: Aye.

SUPERVISOR CARPENTER: Opposed?
(There was no response.) It is approved. That takes care of the Public Hearings.

Town of Islip



TOWN CLERK

PUBLIC HEARING
655 Main Street
Islip, NY 11751

June 15, 2021
2:00pm

-
1. To consider amending the Town of Islip Traffic Code as follows:
 - Schedule G Stop and Yield Intersections**
Broadway Avenue at Leona Street (HBK)
 - Schedule J Parking, Stopping and Standing Regulations**
Esther Avenue/ East Sunrise Highway/ Mildred (BSR)
 - Esther Avenue/ West Mildred Place to Sunrise Highway North
 - Schedule J Parking, Stopping and Standing Regulations**
Browns River Road/ North to Foster Avenue (SVL)
 - Browns River Road / North from River Road (SVL)
 - Schedule J Parking, Stopping and Standing Regulations Delete**
Browns River Road / North from River Road to Foster Avenue (SVL)
 - Browns River Road/ South from Foster Avenue (SVL)
 2. **The Proposed Use and Occupancy Agreement with Civil Air Patrol at the Long Island MacArthur Airport.**
 3. To consider amending the 2021 contract with Bay Shore/ Brightwaters Ambulance Service Inc. for emergency ambulance services for the residents in the district



, 2021

WHEREAS, the Bay Shore-Brightwaters Rescue Ambulance Inc. has been providing emergency ambulance services to the residents and persons in the Bay Shore Ambulance District pursuant to a contract which expired on December 31, 2020; and

WHEREAS, the Town Board of the Town of Islip, on behalf of the Bay Shore Ambulance District, held a public hearing on February 9, 2021 to consider entering into a new contract to provide similar services for the year 2021, at which time the Town Board gave its approval to authorize the Supervisor to enter into a new 2021 contract at a cost of \$1,826,773.00; and

WHEREAS, the Town Board of the Town of Islip has held a public hearing on , 2021 to consider amending said contract for the year 2021 by including an additional sum in the amount of \$2,750,000.00, making the total compensation \$4,576,773.00 ("Contract Fee"), of which \$1,826,773.00, will be collected and paid from taxes and the additional \$2,750,000.00 shall be paid from billing revenue only; and

WHEREAS, it has been determined to be in the public interest to enter into such amended contract retroactive to January 1st, 2021;

NOW, THEREFORE, on motion of Councilperson , seconded by Councilperson , be it

RESOLVED, that the Supervisor is authorized to enter into an amended contract on behalf of the Bay Shore Ambulance District for the year 2021 retroactive to January 1st, 2021 with the Bay Shore-Brightwaters Rescue Ambulance Inc. whereby the said Ambulance Service will provide emergency ambulance services for the residents and persons within the Bay Shore Ambulance District for the year 2021 at a cost of \$4,576,773.00 ("Contract Fee"), of which \$1,826,773.00 shall be raised from taxes and \$2,750,000.00 shall be paid from billing revenue only.

Upon a vote being taken, the result was:

AMENDING

April 20, 2021

Public Hearing #2

WHEREAS, the Brentwood Legion Ambulance Service Inc. has been providing emergency ambulance services to the residents and persons in the Brentwood Legion Ambulance Service Inc. District pursuant to a contract which expired on December 31, 2020; and

WHEREAS, the Town Board of the Town of Islip, on behalf of the Brentwood Ambulance District, held a public hearing on February 9, 2021 to consider entering into a new contract to provide similar services for the year 2021, at which time the Town Board gave its approval to authorize the Supervisor to enter into a new 2021 contract at a cost of \$3,058,500.00; and

WHEREAS, the Town Board of the Town of Islip has held a public hearing on , 2021 to consider amending said contract for the year 2021 by including an additional sum in the amount of \$5,000,000.00, making the total compensation \$8,058,500.00 ("Contract Fee"), of which \$3,058,500.00, will be collected and paid from taxes and the additional \$5,000,000.00 shall be paid from billing revenue only; and

WHEREAS, it has been determined to be in the public interest to enter into such amended contract retroactive to January 1st, 2021;

NOW, THEREFORE, on motion of Councilperson James P. O'Connor, seconded by Councilperson Trish Bergin, be it, !

RESOLVED, that the Supervisor is authorized to enter into an amended contract on behalf of the Brentwood Legion Ambulance District for the year 2021 retroactive to January 1st, 2021 with the Brentwood Legion Ambulance Service Inc. whereby the said Ambulance Service will provide emergency ambulance services for the residents and persons within the Brentwood Legion Ambulance Service District for the year 2021 at a cost of \$8,058,500.00 ("Contract Fee"), of which \$3,058,500.00 shall be raised from taxes and \$5,000,000.00 shall be paid from billing revenue only.

Upon a vote being taken, the result was: 4-0-1 with Councilman John C. Cochrane, Jr. recuses.

**AMBULANCE EXCHANGE & CENTRAL ISLIP-
HAUPPAUGE AMBULANCE ALREADY TOLD
THIS AT FEB 9 MEETING
SAYVILLE AMBULANCE NEVER MENTIONED!**

Anyone interested in providing comments to the Town Board on an agenda item is encouraged to do so in writing and prior to the date of the meeting by providing written comment to the Islip Town Clerk at townclerk@islipny.gov
NOTICE IS FURTHER GIVEN that any person who needs a sign language interpreter or has concerns regarding accessibility to the Town Board Meeting, please call Constituent Services at 631-224-5380.

**Dated at Islip, NY
TOWN OF ISLIP
Published
OHM/tb**

TOWN BOARD,

**By: OLGA H. MURRAY
TOWN CLERK**

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MAKE THE CALL!



NY SENATE 8TH DISTRICT
4236 Merrick Road
Massapequa, NY 11758

Phone: 516-882-0630. John E. Brooks



Senator Phil Boyle

DISTRICT OFFICE

94 W Main Street Suite 205(2nd Floor)

Bay Shore, NY 11706

Phone: (631) 665-2311



NY SENATE DISTRICT 3

Senator Alexis Weik

90-B West Main St.,
Patchogue, NY 11772
Phone: 631-360-3356



NY SENATE DISTRICT 2

Mario R. Mattera

260 Middle Country Road, Suite 102
Smithtown, NY 11787
631-361-2154



Exchange Ambulance

8610 MAIN ST
WILLIAMSVILLE, NY 14221
(888)897-4893

1ST BILL

Patient Name: [REDACTED]

Insurance: MEDICARE DOWNSTATE

47
[REDACTED]

Patient Number: 2408

Call Number: 2021-000935

Date Of Call: 04/13/2021

Call Time: 06:36 PM

Caller: *Police/Fire/911

From Location: [REDACTED]

To Location: SOUTHSIDE HOSPITAL

Reason(s) R42

For R11.2

Transport R10.9

<u>DESCRIPTION OF CHARGES</u>	<u>HCPC</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Basic Life Support	A0429	1.0	900.00	900.00
Mileage	A0425	2.3	30.00	69.00

Total Charges 969.00

<u>DESCRIPTION OF PAYMENT</u>	<u>RECEIPT</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>
Medicare Assignment Adjustment		05/06/2021	51.45
Medicare Assignment Adjustment		05/06/2021	461.44
Medicare Part B Payment	9992348855	05/06/2021	14.04
Medicare Part B Payment	9992348855	05/06/2021	350.85

Total Credits 877.78

PLEASE PAY THIS AMOUNT => \$91.22

Pay your bill and update your insurance online at www.4pab.com

^DETACH ALONG ABOVE LINE AND RETURN STUB WITH YOUR PAYMENT^

Amount Due: \$91.22

Patient Name: [REDACTED]

Call Number: 2021-000935

Amount

Patient Number: 2408

Current Date: 05/06/2021

Enclosed \$ _____

We have received payment from your insurance. However, there is a remaining balance due on your account. Please forward the remaining balance as soon as possible. Thank you.

Exchange Ambulance 8610 MAIN ST WILLIAMSVILLE, NY 14221-7455

2ND BILL

Exchange Ambulance

8610 MAIN ST
WILLIAMSVILLE, NY 14221
(888)897-4893

Patient Name: [REDACTED]

Insurance: MEDICARE DOWNSTATE

Patient Number: 2408

Call Number: 2021-000935

Date Of Call: 04/13/2021

Call Time: 06:36 PM

Caller: *Police/Fire/911

From Location: [REDACTED]

To Location: SOUTHSIDE HOSPITAL

Reason(s) R42

For R11.2

Transport R10.9

DESCRIPTION OF CHARGES

Basic Life Support

Mileage

HCPO

A0428

A0425

QUANTITY

1.0

2.3

UNIT PRICE

900.00

30.00

AMOUNT

900.00

69.00

Total Charges

969.00

DESCRIPTION OF PAYMENT

Medicare Assignment Adjustment

Medicare Assignment Adjustment

Medicare Part B Payment

Medicare Part B Payment

RECEIPT

PAYMENT DATE

AMOUNT

05/06/2021

51.45

05/06/2021

461.44

05/06/2021

14.04

05/06/2021

350.85

Total Credits

877.78

PLEASE PAY THIS AMOUNT =>

\$91.22

Pay your bill and update your insurance online at www.4pab.com

^DETACH ALONG ABOVE LINE AND RETURN STUB WITH YOUR PAYMENT^

Patient Name: [REDACTED]
Patient Number: 2408

Call Number: 2021-000935
Current Date: 06/08/2021

Amount Due: \$91.22
Amount
Enclosed \$

This is the second letter informing you that we have received payment from your insurance. However, there is a remaining balance due on your account. Please forward the remaining balance as soon as possible. Thank you.

Exchange Ambulance 8610 MAIN ST WILLIAMSVILLE, NY 14221-7455

Your Claims for Part B (Medical Insurance)

Part B Medical Insurance helps pay for doctors' services, diagnostic tests, ambulance services, and other health care services.

Definitions of Columns

Service Approved?: This column tells you if Medicare covered the service.

Amount Provider Charged: This is your provider's fee for this service.

Medicare-Approved Amount: This is the amount a provider can be paid for a Medicare service. It may be less than the actual amount the provider charged.

Your provider has agreed to accept this amount as full payment for covered services. Medicare usually pays 80% of the Medicare-approved amount.

Amount Medicare Paid: This is the amount Medicare paid your provider. This is usually 80% of the Medicare-approved amount.

Maximum You May Be Billed: This is the total amount the provider is allowed to bill you and can include a deductible, coinsurance, and other charges not covered. If you have Medicare Supplement Insurance (Medigap policy) or other insurance, it may pay all or part of this amount.

MEDICARE HAS STATED THEY ARE NOT AWARE WE PAY TAXES FOR THIS

How to Handle Denied Claims or File an Appeal

Get More Details

If a claim was denied, call or write the provider and ask for an itemized statement for any claim. Make sure they sent in the right information. If they didn't, ask the provider to contact our claims office to correct the error. You can ask the provider for an itemized statement for any service or claim.

Call 1-800-MEDICARE (1-800-633-4227) for more information about a coverage or payment decision on this notice, including laws or policies used to make the decision.

If You Disagree with a Coverage Decision, Payment Decision, or Payment Amount on this Notice, You Can Appeal

Appeals must be filed in writing. Use the form to the right. Our claims office must receive your appeal within 120 days from the date you get this notice.

We must receive your appeal by:

September 29, 2021

If You Need Help Filing Your Appeal

Contact us: Call 1-800-MEDICARE or your State Health Insurance Program (see page 2) for help before you file your written appeal, including help appointing a representative.

Call your provider: Ask your provider for any information that may help you.

Ask a friend to help: You can appoint someone, such as a family member or friend, to be your representative in the appeals process.

Find Out More About Appeals

For more information about appeals, read your "Medicare & You" handbook or visit us online at www.medicare.gov/appeals.

File an Appeal in Writing

Follow these steps:

1. Circle the service(s) or claim(s) you disagree with on this notice.
2. Explain in writing why you disagree with the decision. Include your explanation on this notice or, if you need more space, attach a separate page to this notice.
3. Fill in all of the following:
 - Your or your representative's full name (print)
 -
 - Your telephone number
 -
 - Your complete Medicare number
 -
4. Include any other information you have about your appeal. You can ask your provider for any information that will help you.
5. Write your Medicare number on all documents that you send.
6. Make copies of this notice and all supporting documents for your records.
7. Mail this notice and all supporting documents to the following address:

Medicare Claims Office
c/o National Government Services, Inc.
P.O. Box 7111
Indianapolis, Indiana 46207-7111

\$\$\$\$\$\$\$\$\$\$\$\$\$ ARE YOU A VICTIM

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$

Exchange Ambulance

8610 MAIN ST
WILLIAMSVILLE, NY 14221
(888)897-4893

Patient Name: MCMAHON, PETER
Insurance: MEDICARE DOWNSIDE
United Healthcare Empire I

Patient Number: 2082
Call Number: 210520-0324-EAI
Date Of Call: 05/20/2021
Call Time: 03:05 AM
Caller: *Police/Fire/911
From Location: [REDACTED]
To Location: SOUTHSIDE HOSPITAL

Reason(s) M54.5
For R53.1
Transport R11.10

ISLIP NY 11751

DESCRIPTION OF CHARGES	HCPC	QUANTITY	UNIT PRICE	AMOUNT
Basic Life Support	A0429	1.0	900.00	900.00
Mileage	A0425	3.0	30.00	90.00

DESCRIPTION OF PAYMENT
Private Payment / Check
Medicare Part B Payment

RECEIPT	PAYMENT DATE	AMOUNT
	07/20/2021	990.00
	06/02/2021	0.00

Total Charges 990.00

Total Credits 990.00

PLEASE PAY THIS AMOUNT => \$0.00

Pay your bill and update your insurance online at www.4pab.com

DETACH ALONG ABOVE LINE AND RETURN STUB WITH YOUR PAYMENT

Patient Name: [REDACTED]
Patient Number: 2682

Call Number: 210520-0324-EAI
Current Date: 07/30/2021

Amount Due: \$0.00
Amount
Enclosed \$

Exchange Ambulance 8610 MAIN ST WILLIAMSVILLE, NY 14221-7455

CASH ONLY IF ALL CheckSafe™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

EXCHANGE AMBULANCE CORP. OF THE ISLIPS
P. O. Box 1
East Islip, NY 11730

BETHPAGE FCU
60-7365/2214

3350

8/11/2021

PAY TO THE ORDER OF [REDACTED] \$ 990.00/xx

Nine hundred ninety and 00/xx DOLLARS

PROTECTED AGAINST FRAUD

MEMO
Refund Pt# 2682
Call# 210520-0324-EAT
5/20/21

9987959294

**I had this money returned to this family, it was
done so fast, it had illegal written all over it!**

MAJOR ALERT

TOWNSHIP OF ISLIP

AMBULANCE SCAM



PLEASE CONTACT US IF YOU HAVE PAID OR WERE SENT A BILL TO PAY FOR AMBULANCE SERVICE.

THIS IS A "CRIME" CONSTRUDED BY OUR OWN TOWN BOARD

THEY HAVE DEMANDED OUR LOCAL AMBULANCE SEVICE SEND US BILLS TO PAY/ WE PAY TAXES FOR THIS SERVICE

thetrucker123@yahoo.com

pmontanino1@optimum.net

WHAT YOU WILL NEED- COPY OF THE BILL AND OR CHECK IF PAID FOR A REFUND



We've had our THIRD VICTUM refunded!

Sayville Community Ambulance
totally different wording on
contract

27th July
12 2021

THIS AGREEMENT, made on the 12 day of July, 2021, by and between the SAYVILLE COMMUNITY AMBULANCE DISTRICT (hereinafter referred to as the "District") and the COMMUNITY AMBULANCE COMPANY, INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its borders; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a domestic Not-For-Profit Corporation providing volunteer staffed emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. EMERGENCY AND RELATED AMBULANCE SERVICES

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. TERM OF THE AGREEMENT

This agreement shall become effective retroactive to *January 1, 2021*, and shall terminate on *December 31, 2021* unless otherwise terminated as provided herein.

3. COMPENSATION

The District shall pay to the Ambulance Company an annual figure of **\$2,074,884.00**, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is

terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

6. The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.
7. The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.
8. Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2021**, will constitute a violation of the contract.
9. The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

10. The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COMMUNITY AMBULANCE COMPANY, INC.

**SAYVILLE COMMUNITY AMBULANCE
DISTRICT**

BY: 

President

TOWN OF ISLIP

BY: 

Supervisor

null and void,

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 12 day of May 20²¹, before me personally came and appeared

?

residing at _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

JOANN TOYE
Notary Public, State of New York
No. 01TO6088913
Qualified in Suffolk County
Commission Expires March 17, 2023



NOTARY PUBLIC

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 27th day of July 2021, before me personally came and appeared

ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01SI6182185
Qualified in Suffolk County
Commission Expires February 19, 2024

THIS AGREEMENT, made on the 11th day of June 2020, by and between the SAYVILLE COMMUNITY AMBULANCE DISTRICT (hereinafter referred to as the "District") and the COMMUNITY AMBULANCE COMPANY, INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its borders; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a domestic Not-For-Profit Corporation providing volunteer staffed emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **EMERGENCY AND RELATED AMBULANCE SERVICES**

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. **TERM OF THE AGREEMENT**

This agreement shall become effective retroactive to *January 1, 2020*, and shall terminate on *December 31, 2020* unless otherwise terminated as provided herein.

3. **COMPENSATION**

The District shall pay to the Ambulance Company an annual figure of \$2,214,050, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

6. The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.
7. The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.
8. Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2020**, will constitute a violation of the contract.
9. The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

10. The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COMMUNITY AMBULANCE COMPANY, INC.

SAYVILLE COMMUNITY AMBULANCE
DISTRICT

BY


President

TOWN OF ISLIP

BY


Supervisor

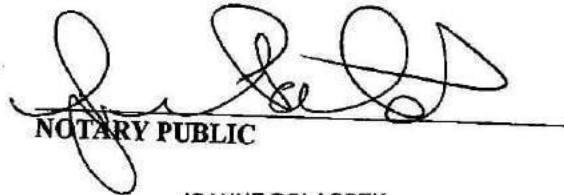


CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

On the 18th day of May 2020 before me personally came and appeared

residing at [REDACTED]
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.


NOTARY PUBLIC

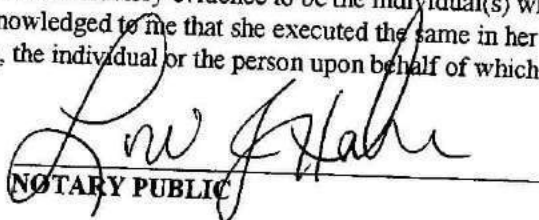
JOANNE POLACSEK
Notary Public, State of New York
Reg. No. 01PO6274891
Qualified in Suffolk County
Commission Expires 02/11/2021

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss:

On the 11th day of June 2020, before me personally came and appeared

ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

LORI J. HAHN
Notary Public, State of New York
No. 4650496
Qualified in Suffolk County
Commission Expires May 1, 2023

TOTALLY DIFFERENT

CONTRACT

THIS AGREEMENT, made on the 18th day of January 20 19, by and between the SAYVILLE COMMUNITY AMBULANCE DISTRICT (hereinafter referred to as the "District") and the COMMUNITY AMBULANCE COMPANY, INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its borders; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a domestic Not-For-Profit Corporation providing volunteer staffed emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **EMERGENCY AND RELATED AMBULANCE SERVICES**

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. **TERM OF THE AGREEMENT**

This agreement shall become effective retroactive to *January 1, 2019*, and shall terminate on *December 31, 2019* unless otherwise terminated as provided herein.

3. **COMPENSATION**

The District shall pay to the Ambulance Company an annual figure of **\$2,037,200.00**, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

6. The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.

7. The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.

8. Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2019**, will constitute a violation of the contract.

9. The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

10. The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COMMUNITY AMBULANCE COMPANY, INC.

SAYVILLE COMMUNITY AMBULANCE
DISTRICT



BY: Karen Sehech
President

TOWN OF ISLIP

BY: Luigi M. Caputo
Supervisor

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss:056566051
COUNTY OF SUFFOLK)

On the 11 day of January, 2019, before me personally came and appeared 
residing at 
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose
name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),
or the person upon behalf of which the individuals, acted, executed the instrument.

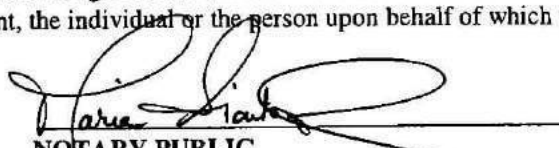
DEBORAH FELBER
Notary Public, State of New York
No. 01FE6168146
Qualified in Suffolk County
Commission Expires June 11, 2019


NOTARY PUBLIC

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 18th day of January 2019, before me personally came and appeared
ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York;
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose
name is subscribed to the within instrument and acknowledged to me that she executed the same in her
capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the
individual acted, executed the instrument.


NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01SI6182185
Qualified in Suffolk County
Commission Expires February 19, 2020

CENTRAL ISLIP-HAUPPAUGE AMBULANCE

AGREEMENT

THIS AGREEMENT, made the 4th day of October, 2021, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York, on behalf of the Central Islip-Hauppauge Volunteer Ambulance District, New York, a special improvement district located in the town of Central Islip (Hereinafter "Town"), and the Central Islip-Hauppauge Volunteer Ambulance Corps., a not for profit corporation with its principal place of business in Central Islip, New York in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, the Town has previously approved the formation of the Central Islip-Hauppauge Volunteer Ambulance District (or as it may otherwise be named).

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the Central-Islip-Hauppauge Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents in such Ambulance District with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Ambulance District; and

WHEREAS this Agreement is intended to modify and supersede the previously executed Agreement;


WHEREAS, the parties agree that the prior 2020 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Ambulance will provide the Town's Central Islip-Hauppauge Volunteer Ambulance District with basic and advanced life support emergency medical ambulance services for those persons in the Central-Islip-Hauppauge Ambulance

District (or as otherwise known), which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.


- 
- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall be for a period of one year, commencing retroactively on the 1st day of January 2021 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of four million six hundred twenty two thousand dollars (\$4,622,000.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise one million three hundred sixty-two thousand dollars (\$1,362,000.00) from taxes, payable in four equal payments to be made quarterly beginning on January 15th of the contract calendar year and continuing on April 15th, July 15th, and October 15th (or within ten days of the execution of this Agreement if later). The sum of three million two hundred sixty thousand dollars (\$3,260,000.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$3,260,000.00, the excess billing revenue shall be remitted to the Town and shall be held for the benefit of the persons situated in the Ambulance District. Town is hereby relieved from the obligation to pay more than the amount of \$1,362,000.00, raised from the tax role and is relieved from any shortfall from billing revenue.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues generated by Ambulance in the period preceding termination shall be paid to the Ambulance.

- 
- D. If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.
- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.
- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may transfer such funds, unless the Town provides written notice that Ambulance is in breach of a material and substantial provision of this Agreement. In such case, Town may temporarily prohibit the transfer of up to fifty percent (50%) of that month's billing revenue to Ambulance. The only valid reasons for holding up the transfer shall be that Ambulance has failed to comply with a material and substantial provision of this agreement. Such written notice must provide a detailed description of such breach, identify the contract provision in question, and the conditions upon which such release will be authorized. No later than forty-eight (48) hours after Ambulance has cured the breach of such material and substantial provision of the Agreement, Town shall authorize the transfer of such remaining funds to Ambulance and Ambulance may then transfer such funds. Town shall be liable to Ambulance for any unreasonable delay in authorizing such transfer of funds in the amount of interest charged on such amount to be transferred at the rate of 4.5% per annum.
- G. Ambulance shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed to the Town by year-end. Ambulance agrees that any amounts above the FDIC limit will be secured with third-party collateral in accordance with New York State General Municipal Law §10.

H. Ambulance shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.

I. Ambulance shall maintain separate accounts of town monies and the Town may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements. Ambulance also agrees to provide Town with audited or reviewed financial statements upon reasonable request. Financial statements and budget backup will be provided to the Town no later than August 1st of the preceding renewal date.

4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

5. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age

Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF ISLIP

BY: Angie M. Carpenter *Angie M. Carpenter*
Angie M. Carpenter, Supervisor

CENTRAL ISLIP-HAUPPAUGE VOLUNTEER
AMBULANCE CORPS.

BY:

Paul V. Brian *Paul V. Brian*, President

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

NEVER NOTORIZED

LH

AGREEMENT

THIS AGREEMENT, made the 16th day of June, 2020, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York, on behalf of the Central Islip-Hauppauge Volunteer Ambulance District, New York, a special improvement district located in the town of Central Islip (hereinafter "Town"), and the Central Islip-Hauppauge Volunteer Ambulance Corps., a not for profit corporation with its principal place of business in Central Islip, New York in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, The Town has previously approved the formation of the Central Islip-Hauppauge Volunteer Ambulance District (as it may otherwise be named).

WHEREAS, Town desires to arrange for ambulance services for persons situated within the borders of the Central Islip-Hauppauge Volunteer Ambulance District;

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Town;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:


1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Ambulance will provide the Town's Central Islip-Hauppauge Volunteer Ambulance District with basic and advanced life support emergency medical ambulance services, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.
- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall be for a period of one year, commencing on the 1st day of January, 2020 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of Four Million Six Hundred Twenty Two Thousand dollars (\$4,622,000.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise One Million Three Hundred Sixty Two Thousand dollars (\$1,362,000.00), payable no later than March 1 of the contract calendar year. The sum of \$3,260,000.00 shall be amount of billing revenue collected during the less billing revenue shall be remitted to the obligation to pay more than the amount of is relieved from any shortfall from billing
- B. to be imposed upon persons served by the ds. Ambulance shall provide an accounting in the boundaries of the contracted area ands collected during the contract year shall is Agreement.
- C. shall be applied to that year's contract funds. ly billing revenues generated by Ambulance id to the Ambulance.
- D.  ~~AG~~ If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.
- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.
- Initialed
Angie Carpenter*

- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may make transfers to its other accounts, but shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed on a monthly basis to the Town.
- G. Ambulance shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- H. Ambulance shall maintain separate accounts of town monies and may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements.

4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

5. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under

this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age

Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other

party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF .

BY:

Angu M. Carpenter
, Supervisor

CENTRAL ISLIP HAUPPAUGE VOLUNTEER
AMBULANCE CORPS

BY:

Paul V. Tolan
, President

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

NEVER NOTORIZED

AGREEMENT

THIS AGREEMENT, made the 17th day of July, 2019, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York, on behalf of the Central Islip-Hauppauge Volunteer Ambulance District, New York, a special improvement district located in the town of Central Islip-Hauppauge Volunteer Ambulance District (hereinafter "Town"), and the Central Islip-Hauppauge Volunteer Ambulance Corps., a not for profit corporation with its principal place of business in Central Islip, New York in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, The Town has previously approved the formation of the Central Islip-Hauppauge Volunteer Ambulance District (as it may otherwise be named).

WHEREAS, Town desires to arrange for ambulance services for persons situated within the borders of the Central Islip-Hauppauge Volunteer Ambulance District;

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitant of the Town;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

I. PROVISION OF EMERGENCY MEDICAL SERVICES


- (a) Ambulance will provide the Town's Central Islip-Hauppauge Volunteer Ambulance District with basic and advanced life support emergency medical ambulance services, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.
- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and

personnel.

2. TERM

The term of this Agreement shall be for a period of one year, commencing on the 1st day of January, 2019 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of Four Million Four Hundred Eighty Thousand Two Hundred dollars (\$4,480,200.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise One Million Three Hundred Sixty Two dollars (\$1,362,000.00) from taxes, payable no later than March 1 of the contract calendar year. The sum of \$3,118,200.00 shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$3,118,200.00, the excess billing revenue shall be remitted to the Town. Town is hereby relieved from the obligation to pay more than the amount of \$1,362,000.00, raised from the tax role and is relieved from any shortfall from billing revenue.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month. The total of the funds collected during the contract year shall offset the amount due from the Town under this Agreement.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues generated by Ambulance in the period preceding termination shall be paid to the Ambulance.
- D.  If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.
- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.

- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may make transfers to its other accounts, but shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed on a monthly basis to the Town.
- G. Ambulance and the Town each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- H. Ambulance shall maintain separate accounts of town monies and may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements.

4. AVAILABILITY OF SERVICE

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Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps,

its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

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This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

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Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age

Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

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This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

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This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other

20. GENDER NEUTRAL

21. ENTIRE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF _____
BY: Roger M. Carpenter
_____, Supervisor

BY: [Signature], President

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

NEVER NOTORIZED

THIS AGREEMENT, made on the 9th day of April 20 19, by and between the CENTRAL ISLIP-HAUPPAUGE VOLUNTEER AMBULANCE DISTRICT (hereinafter referred to as the "District") and the CENTRAL ISLIP-HAUPPAUGE VOLUNTEER AMBULANCE CORP., INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its borders; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a volunteer organization providing emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **EMERGENCY AND RELATED AMBULANCE SERVICES**

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. **TERM OF THE AGREEMENT**

This agreement shall become effective retroactive to *January 1, 2019*, and shall terminate on *December 31, 2019* unless otherwise terminated as provided herein.

3. **COMPENSATION**

The District shall pay to the Ambulance Company an annual figure of **\$1,362,000.00**, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January 9, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.

The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.

Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2019**, will constitute a violation of the contract.

The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**CENTRAL ISLIP-HAUPPAUGE VOLUNTEER
AMBULANCE CORPS, INC.**

**CENTRAL ISLIP-HAUPPAUGE VOLUNTEER
AMBULANCE DISTRICT**

BY: _____

President

TOWN OF ISLIP

BY: _____

Supervisor

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss:
COUNTY OF SUFFOLK)

On the 26 day of March 2019, before me personally came and appeared Paul V. Bran

residing at [REDACTED]
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

BOZENA SARDELIC
NOTARY PUBLIC STATE OF NEW YORK
NO. 01SA6100622
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCTOBER 20, 2019

Bozena Sardelic
NOTARY PUBLIC

STATE OF NEW YORK)
: ss:
COUNTY OF SUFFOLK)

On the 9th day of April 2019, before me personally came and appeared

ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Maria Sioutopoulos
NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01SI6182185
Qualified in Suffolk County
Commission Expires February 19, 2020

BAY SHORE BRIGHTWATERS

AGREEMENT

THIS AGREEMENT, made the 4th day of October, 2021, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York, on behalf of the Hamlet of Bay Shore in the Bay Shore Ambulance District, New York (Hereinafter "Town"), and the Bay Shore-Brightwaters Rescue Ambulance, Inc., a not for profit corporation with its principal place of business in Islip, New York in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, the Town has previously approved the formation of the Bay Shore Ambulance District, covering the Hamlet of Bay Shore (or as it may otherwise be named).

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the Bay Shore Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents in such Ambulance District with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Ambulance District; and

WHEREAS this Agreement is intended to modify and supersede the previously executed Agreement;

WHEREAS, the parties agree that the prior 2020 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Ambulance will provide the Town's Bay Shore Ambulance District with basic and advanced life support emergency medical ambulance services for those persons in the Bay Shore Ambulance District (or as otherwise known), which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the

boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.

- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall be for a period of one year, commencing retroactively on the 1st day of January 2021 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of four million, five hundred seventy six thousand, seven hundred seventy-three (\$4,576,773.00) dollars for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise one million, eight hundred twenty six thousand and seven-hundred seventy three dollars (\$1,826,773.00) from taxes, payable in four equal payments to be made quarterly beginning on January 15th of the contract calendar year and continuing on April 15th, July 15th, and October 15th (or within ten days of the execution of this Agreement if later). The sum of two million, seven hundred fifty thousand dollars (2,750,000.00) shall be paid to Ambulance. Should the amount of billing revenue only. Should the amount of billing revenue be less than \$2,750,000.00, the excess billing revenue or the benefit of the persons situated in the town shall be the responsibility of the town from the obligation to pay more than the amount of the contract fee and is relieved from any shortfall from the town.

- B. Ambulance shall be imposed upon persons served by the town. Ambulance shall provide an accounting of the revenues generated by Ambulance within the boundaries of the contracted area.

- C. All revenues generated by Ambulance shall be applied to that year's contract funds. All billing revenues generated by Ambulance shall be paid to the Ambulance.

- D. If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but

not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.

- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.
- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may transfer such funds, unless the Town provides written notice that Ambulance is in breach of a material and substantial provision of this Agreement. In such case, Town may temporarily prohibit the transfer of up to fifty percent (50%) of that month's billing revenue to Ambulance. The only valid reasons for holding up the transfer shall be that Ambulance has failed to comply with a material and substantial provision of this agreement. Such written notice must provide a detailed description of such breach, identify the contract provision in question, and the conditions upon which such release will be authorized. No later than forty-eight (48) hours after Ambulance has cured the breach of such material and substantial provision of the Agreement, Town shall authorize the transfer of such remaining funds to Ambulance and Ambulance may then transfer such funds. Town shall be liable to Ambulance for any unreasonable delay in authorizing such transfer of funds in the amount of interest charged on such amount to be transferred at the rate of 4.5% per annum.
- G. Ambulance shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed to the Town by year-end. Ambulance agrees that any amounts above the FDIC limit will be secured with third-party collateral in accordance with New York State General Municipal Law §10.
- H. Ambulance shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.

- I. Ambulance shall maintain separate accounts of town monies and the Town may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements. Ambulance also agrees to provide Town with audited or reviewed financial statements upon reasonable request. Financial statements and budget backup will be provided to the Town no later than August 1st of the preceding renewal date.

4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

5. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age

Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF ISLIP

BY: Angie M. Carpenter
Angie M. Carpenter, Supervisor

Bay Shore Brightwaters Rescue Ambulance, Inc.

BY: Peter Klippen
President

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

NEVER NOTORIZED

DIFFERENT CONTRACT

THIS AGREEMENT, made on the 11 day of SEP 2019, by and between the BAY SHORE AMBULANCE DISTRICT (hereinafter referred to as the "District") and the BAY SHORE BRIGHTWATERS RESCUE AMBULANCE, INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its border; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a volunteer organization providing emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **EMERGENCY AND RELATED AMBULANCE SERVICES**

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. **TERM OF THE AGREEMENT**

This agreement shall become effective retroactive to *January 1, 2019*, and shall terminate on *December 31, 2019* unless otherwise terminated as provided herein.

3. **COMPENSATION**

The District shall pay to the Ambulance Company an annual figure of \$1,557,967.00, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January 18, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.

The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.

Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2019**, will constitute a violation of the contract.

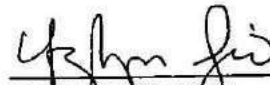
The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 7 day of Jan 20 19, before me personally came and appeared James Nelson

residing at _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

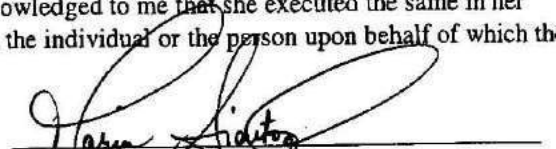

NOTARY PUBLIC

Yazlyn Tió
Notary Public, State of New York
No. 01716163048
Qualified in Suffolk County
Commission Expires March 19, 20 19

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 11th day of January 20 19, before me personally came and appeared
ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01803182185
Qualified in Suffolk County
Commission Expires February 19, 20 20

The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**BAY SHORE-BRIGHTWATERS
RESCUE AMBULANCE, INC.**

BAY SHORE AMBULANCE DISTRICT

BY: _____

President

TOWN OF ISLIP

BY: _____

Supervisor

AGREEMENT

THIS AGREEMENT, made the 24th day of August, 2020, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York, on behalf of the Hamlet of Bay Shore in the Bay Shore Ambulance District, New York (Hereinafter "Town"), and the Bay Shore-Brightwaters Rescue Ambulance, Inc., a not for profit corporation with its principal place of business in Islip, New York in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, the Town has previously approved the formation of the Bay Shore Ambulance District, covering the Hamlet of Bay Shore (or as it may otherwise be named).

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the Bay Shore Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents ins such Ambulance District with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Ambulance District; and

WHEREAS this Agreement is intended to modify and supersede the previously executed Agreement;

WHEREAS, the parties agree that the prior 2019/2020 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that addition funds are reasonable and necessary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Ambulance will provide the Town's Bay Shore Ambulance District with basic and advanced life support emergency medical ambulance services for those persons in the Bay Shore Ambulance District (or as otherwise known), which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the

boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.

- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall be for a period of one year, commencing on the 1st day of January 2020 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of four million, five hundred forty thousand, nine hundred fifty-four dollars (\$4,540,954.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The Town shall raise one million, seven hundred ninety thousand and nine-hundred fifty four dollars (\$1,790,954.00) from taxes, payable no later than March 1 of the contract calendar year (or within ten days of the executive of this Agreement if later). The sum of two million, seven hundred fifty thousand dollars (\$2,750,000.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$2,750,000.00, the excess billing revenue shall be remitted to the Town. Town is hereby relieved from the obligation to pay more than the amount of \$1,790,954, raised from the tax role and is relieved from any shortfall from billing revenue.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month. The total of the funds collected during the contract year shall offset the amount due from the Town under this Agreement.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues generated by Ambulance in the period preceding termination shall be paid to the Ambulance.
- D. ☐ If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town

THIS YEAR NO INITIAL

and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.

- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.
- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may transfer such funds on the 15th day of each month, unless the Town provides written notice that Ambulance is in breach of a material and substantial provision of this Agreement. In such case, Town may temporarily prohibit the transfer of up to fifty (50%) percent of that month's billing revenue to Ambulance. The only valid reasons for holding up the transfer shall be that Ambulance has failed to comply with a material and substantial provision of this Agreement. Such written notice must provide a detailed description of such breach, identify the contract provision in question, and the conditions upon which such release will be authorized. No later than forty-eight (48) hours after Ambulance has cured the breach of such material and substantial provision of the Agreement, Town shall authorize the transfer of such remaining funds to Ambulance and Ambulance may then transfer such funds. Town shall be liable to Ambulance for any unreasonable delay in authorizing such transfer of funds in the amount of interest charged on such amount to be transferred at the rate of 4.5% per annum.
- G. Ambulance shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed on a monthly basis to the Town. Ambulance agrees that any amounts above the FDIC limit will be secured with third-party collateral in accordance with New York State General Municipal Law §10.
- H. Ambulance and the Town each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- I. Ambulance shall maintain separate accounts of town monies and may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements. Ambulance also agrees to provide Town with audited or reviewed financial statements upon reasonable request, as well as a list of all equipment owned by Ambulance with a value of \$1,000.00 or more. Financial statements and budget backup will be provided to the Town no later than September 1st of the preceding renewal date.

4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

5. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain

in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term,

condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF ISLIP

BY: Angie M. Carpenter
Angie M. Carpenter, Supervisor

Bay Shore Brightwaters Rescue Ambulance, Inc

BY: [Signature]
, President

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

NO INITIAL AND NO
NOTORTY!

DIFFERENT WORDING

THIS AGREEMENT, made on the 11 day of January 2020, by and between the BAY SHORE AMBULANCE DISTRICT (hereinafter referred to as the "District") and the BAY SHORE BRIGHTWATERS RESCUE AMBULANCE, INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its border, and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a volunteer organization providing emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. EMERGENCY AND RELATED AMBULANCE SERVICES

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. TERM OF THE AGREEMENT

This agreement shall become effective retroactive to *January 1, 2020*, and shall terminate on *December 31, 2020* unless otherwise terminated as provided herein.

3. COMPENSATION

The District shall pay to the Ambulance Company an annual figure of \$1,790,954, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January 18, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.

The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.

Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2020**, will constitute a violation of the contract.

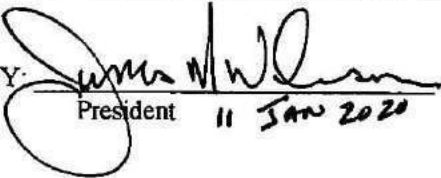
The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**BAY SHORE-BRIGHTWATERS
RESCUE AMBULANCE, INC.**

BAY SHORE AMBULANCE DISTRICT

BY: 
President 11 Jan 2020

TOWN OF ISLIP

BY: 
Supervisor Angie M. Carpenter

null and void !



CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

: ss:

COUNTY OF SUFFOLK)

Charles E. Flood Jr.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FL6401564
Qualified in Suffolk County
Commission Expires Dec. 9, 2023

On the 11 day of January 2020, before me personally came and appeared

residing at

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

: ss:

COUNTY OF SUFFOLK)

Charles E. Flood Jr.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FL6401564
Qualified in Suffolk County
Commission Expires Dec. 9, 2023

On the 24th day of January 2020, before me personally came and appeared

ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01SI6182185
Qualified in Suffolk County
Commission Expires February 19, 2020

?

AGREEMENT



THIS AGREEMENT, made the 3^d day of November, 2021, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York, and the Brentwood Legion Ambulance Service, Inc., a not for profit corporation with its principal place of business at 29 Third Avenue, Brentwood, New York in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the "Brentwood" Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents in such Ambulance District with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Ambulance District; and

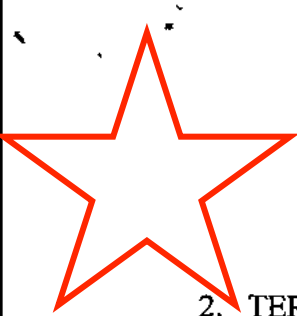
WHEREAS this Agreement is intended to modify and supersede the previously executed Agreement;

WHEREAS, the parties agree that the prior 2020 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES


- (a) Ambulance will provide the Town's Brentwood Ambulance District with basic and advanced life support emergency medical ambulance services for those persons in the Brentwood Ambulance District (or as otherwise known), which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.

- 
- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall be for a period of one year, commencing retroactively on the 1st day of January 2021 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of eight million, fifty-eight thousand, five hundred dollars (\$8,058,500.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise three million, fifty-eight thousand, five hundred dollars (\$3,058,500.00) from taxes, payable in four equal payments to be made quarterly beginning on January 15th of the contract calendar year and continuing on April 15th, July 15th, and October 15th (or within ten days of the execution of this Agreement if later). The sum of five million dollars (\$5,000,000.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$5,000,000.00, the excess billing revenue shall be remitted to the Town. Town is hereby relieved from the obligation to pay more than the amount of \$3,058,500.00, raised from the tax role and is relieved from any shortfall from billing revenue.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month. The total of the funds collected during the contract year shall offset the amount due from the Town under this Agreement.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues generated by Ambulance in the period preceding termination shall be paid to the Ambulance.
- D.  AP If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.

- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.
- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may transfer such funds on the 15th day of each month, unless the Town provides written notice that Ambulance is in breach of a material and substantial provision of this Agreement. In such case, Town may temporarily prohibit the transfer of up to fifty percent (50%) of that month's billing revenue to Ambulance. The only valid reasons for holding up the transfer shall be that Ambulance has failed to comply with a material and substantial provision of this agreement. Such written notice must provide a detailed description of such breach, identify the contract provision in question, and the conditions upon which such release will be authorized. No later than forty-eight (48) hours after Ambulance has cured the breach of such material and substantial provision of the Agreement, Town shall authorize the transfer of such remaining funds to Ambulance and Ambulance may then transfer such funds. Town shall be liable to Ambulance for any unreasonable delay in authorizing such transfer of funds in the amount of interest charged on such amount to be transferred at the rate of 4.5% per annum.
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Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

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Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

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Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

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Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

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If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

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Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

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This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

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All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

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Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

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This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

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This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

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This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

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This Agreement shall not be assigned by any party without the prior written consent of the other party.

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Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF ISLIP

BY:

Angie M. Carpenter
Angie M. Carpenter, Supervisor

BRENTWOOD
SERVICE, INC.

LEGION

AMBULANCE

BY:

Francisco Martinez, President

NOT NOTORIZED

DOES NOT HAVE TO PAY CO-PAY

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

AGREEMENT



THIS AGREEMENT, made the 10th day of March, 2021, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, New York, and the Exchange Ambulance Corporation of the Islips, a not for profit corporation with its principal place of business at 190 Carleton Avenue, East Islip, New York 11730 in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the "Exchange of Islip" Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents in such Ambulance District with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Ambulance District; and

WHEREAS, this Agreement is intended to modify and supersede the previously executed Agreement;

WHEREAS, the parties agree that the prior 2020 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- A. Ambulance will provide the Town with basic and advanced life support emergency medical ambulance services for those persons in the Exchange of Islip Ambulance District (or as otherwise known), which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.

- B. Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall commence retroactively upon January 1, 2021 and shall continue through the 31st day of December, 2021, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of three million, one hundred sixty eight thousand dollars (\$3,168,000.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The Town shall raise one million, one hundred seventy thousand, five hundred dollars (\$1,170,500.00) from taxes, payable no later than March 1 of the contract calendar year. The sum of one million, nine hundred ninety seven thousand five hundred dollars (\$1,997,500.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed one million nine hundred ninety seven thousand five hundred dollars (\$1,997,500.00), the excess billing revenue shall be remitted to the Town and held for the benefit of the persons situated in the Ambulance District. The Town is hereby relieved from and held harmless from the obligation to pay more than the amount of one million, one hundred seventy thousand, five hundred dollars (\$1,170,500.00), raised from the tax roll and is relieved from any shortfall from billing revenue.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues generated by Ambulance in the period preceding termination shall be paid to the Ambulance.
- D. ☐ If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount; however, the Town's obligation shall not exceed the contract amounts stated in paragraph 3A. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.

- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a

**DISCRIMINATION AGAINST ISLIP, ISLIP
TERRACE, EAST ISLIP & GREAT RIVER
RESIDENTS!**

percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.

- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. With prior approval of the Town or the Town's Comptroller, Ambulance may make transfers to its other accounts, but shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed on a monthly basis to the Town. Ambulance agrees that any amounts above the FDIC limit will be secured with third-party collateral in accordance with New York State General Municipal Law §10.
- G. Ambulance and the Town each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- H. Ambulance shall maintain separate accounts of town monies and may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements. Ambulance also agrees to provide Town with audited financial statements upon reasonable request, as well as a list of all equipment owned by Ambulance with a value of \$1,000.00 or more. Financial statements and budget backup will be provided to the Town no later than September 1st of the preceding renewal date.

4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

5. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the

insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- A. upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- B. upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement.

18. GOVERNING LAW

**SCHEDULE A
SCHEDULE OF FEES**

ALS 2	\$1,400.00
ALS 1	\$1,200.00
BLS	\$ 900.00
MILEAGE	\$ 30.00 per mile

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

NEVER NOTORIZED

AGREEMENT

THIS AGREEMENT, made the 12th day of February, 2020, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, New York, and the Exchange Ambulance Corporation of the Islips, a not for profit corporation with its principal place of business at 190 Carleton Avenue, East Islip, New York 11730 in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the "Exchange of Islip" Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents in such Ambulance District with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Ambulance District; and

WHEREAS, this Agreement is intended to modify and supersede the such previously executed Agreement;

WHEREAS, the parties agree that the prior 2019 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

- A. Ambulance will provide the Town with basic and advanced life support emergency medical ambulance services for those persons in the Exchange of Islip Ambulance District (or as otherwise known), which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.

- B. Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

The term of this Agreement shall commence upon January 1, 2020 and shall continue through the 31st day of December, 2020, unless sooner terminated as herein provided.

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of three million, six hundred thirty seven thousand, five hundred dollars (\$3,637,500) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The Town shall raise one million, one hundred thirty-seven thousand, five hundred dollars (\$1,137,500) from taxes, payable no later than March 1 of the contract calendar year. The sum of two million, five hundred thousand dollars (\$2,500,000.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed two million five hundred thousand dollars (\$2,500,000.00), the excess billing revenue shall be remitted to the Town and held for the benefit of the persons situated in the Ambulance District. The Town is hereby relieved from and held harmless from the obligation to pay more than the amount of one million, one hundred thirty-seven thousand, five hundred Dollars (\$1,137,500), raised from the tax roll and is relieved from any shortfall from billing revenue.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues generated by Ambulance in the period preceding termination shall be paid to the Ambulance.
- D. [] If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount; however, the Town's obligation shall not exceed the contract amounts stated in paragraph 3A. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.
- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a

percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.

- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. With prior approval of the Town or the Town's Comptroller, Ambulance may make transfers to its other accounts, but shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed on a monthly basis to the Town. Ambulance agrees that any amounts above the FDIC limit will be secured with third-party collateral in accordance with New York State General Municipal Law §10.
- G. Ambulance and the Town each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- H. Ambulance shall maintain separate accounts of town monies and may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements. Ambulance also agrees to provide Town with audited financial statements upon reasonable request, as well as a list of all equipment owned by Ambulance with a value of \$1,000.00 or more. Financial statements and budget backup will be provided to the Town no later than September 1st of the preceding renewal date.

4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Ambulance's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

5. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Ambulance shall have the Town named as an additional insured in the

insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Town shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

7. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- A. upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days written notice to the Town of the date it will stop providing services;
- B. upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days' to cure such breach prior to the town being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Suffolk in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF ISLIP

BY:

Angie M. Carpenter
Supervisor

EXCHANGE AMBULANCE OF THE ISLIPS

BY:

Robert Stadelman
Robert Stadelman, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

: SS:

COUNTY OF SUFFOLK)

On the 12th day of January 2020, before me personally came and appeared Robert Stadelman residing at [REDACTED]

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

NOTARY PUBLIC-STATE OF NEW YORK
No. 01804336664
Qualified in Suffolk County
My Commission Expires February 18, 2023

SEAN J. BOUSE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01804336664
Qualified in Suffolk County
My Commission Expires February 18, 2023

Sean J. Bouse
NOTARY PUBLIC

STATE OF NEW YORK)

: SS:

COUNTY OF SUFFOLK)

On the 12th day of February 2020, before me personally came and appeared

ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Angie M. Carpenter
NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01516162185
Qualified in Suffolk County
Commission Expires February 19, 2024

DIFFERENT WORDING

THIS AGREEMENT, made on the 11 day of January 20 19, by and between the EXCHANGE AMBULANCE OF THE ISLIPS AMBULANCE DISTRICT (hereinafter referred to as the "District") and the EXCHANGE AMBULANCE CORPORATION OF THE ISLIPS (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its borders; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a volunteer organization providing emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **EMERGENCY AND RELATED AMBULANCE SERVICES**

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. **TERM OF THE AGREEMENT**

This agreement shall become effective retroactive to *January 1, 2019*, and shall terminate on *December 31, 2019* unless otherwise terminated as provided herein.

3. **COMPENSATION**

The District shall pay to the Ambulance Company an annual figure of **\$1,100,903.00**, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January 9, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.

The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.

Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **September 15, 2019**, will constitute a violation of the contract.

The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

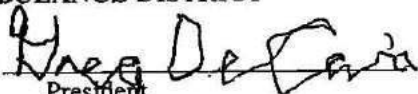
The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**EXCHANGE AMBULANCE CORPORATION
OF THE ISLIPS**



**EXCHANGE AMBULANCE OF THE ISLIPS
AMBULANCE DISTRICT**

BY:


President

TOWN OF ISLIP

BY:


Supervisor 

VOID

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 7th day of January 2019, before me personally came and appeared

?

residing at _____
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

SUSAN J. BOUSE
Notary Public, State of New York
No. 01806235864
Qualified in Suffolk County
Term Expires February 14, 2019

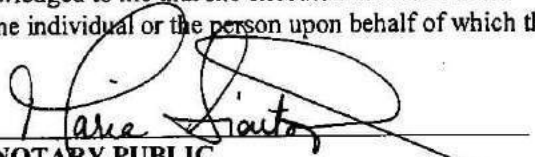


NOTARY PUBLIC

STATE OF NEW YORK)
 : ss:
COUNTY OF SUFFOLK)

On the 11th day of January 2019, before me personally came and appeared
ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

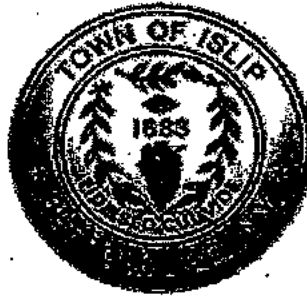


NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01S16182185
Qualified in Suffolk County
Commission Expires February 19, 20 20

Town Clerk

Date Stamp Here



Town of
Islip

**FREEDOM OF INFORMATION LAW (F.O.I.L.)
APPLICATION FOR ACCESS TO PUBLIC RECORDS**

Instructions: Complete Section 1 and submit to *Office of Town Clerk, 655 Main Street, Islip, NY 11751 (p) 631-224-5574*

PRINT TYPE OR PRINT CLEARLY

SECTION 1 - TO BE COMPLETED BY APPLICANT

I HEREBY APPLY TO REVIEW OR HAVE COPIED THE RECORD(S) DESCRIBED BELOW:

Name of Applicant:	Mailing Address of Applicant (include suite if applicable):		
Name of Business or Firm:	City:	State:	Zip Code:
Signature of Applicant:	Date of Application:		
Telephone Number:	Department if known:		

DESCRIPTION OF RECORD SOUGHT TO INSPECT AND ANY SPECIAL INSTRUCTIONS. Please describe the record(s) sought in as specific detail as possible, with address, date or time frame, if applicable. If we cannot determine what record(s) you seek, your application will be denied. Under the NYS FOIL Law, the Town of Islip is only required to supply **DOCUMENTS THAT ALREADY EXIST** (NYS POL Article 6).

- See attached

FEE SCHEDULE

Be advised that there is a statutory fee due (\$.25 per page, not in excess of 9x14) for copies. For anything else, including digital formats, cost of reproduction will be charged. Deposits may be required for voluminous requests. Copy fees are to be paid for any pages required to be redacted prior to viewing a file. FOIL requests will not be processed for any person or company who fails to pay any outstanding FOIL fees due for a prior FOIL request. Copies will be prepared unless specifically requested otherwise.

SECTION 2 - TO BE COMPLETED BY AGENCY RECORDS ACCESS (FOIL) OFFICER

Receipt of this request is hereby acknowledged. Please allow Twenty (20) business days for processing before contacting this office. A copy of this form is being mailed to you indicating your request is being processed.

8/30/22 *[Signature]* *11822102*
Date Records Access Officer Application Number

Office of the Town Attorney, 655 Main Street, Islip, NY 11751 (631) 224-5550

Please note: The Public Officer's Law requires a municipality to acknowledge receipt of this FOIL request within five (5) business days.

Application Number: M822102

**FOR AGENCY USE ONLY BELOW
SECTION 3 – NOTICE TO APPLICANT**

DEPOSIT REQUIRED

- ☐ Before we may continue processing your FOIL Application, a deposit in the amount of \$_____ is required within thirty (30) days of this response. Please forward a check payable to the "Town of Islip" in the deposit amount to the attention of the Records Access Officer, Office of the Town Attorney, 655 Main Street, Islip, New York 11751. For questions, please call (631) 224-5550. If we do not receive your deposit within thirty (30) days of this response, your FOIL will be deemed closed.

RECORDS PROVIDED

- ☒ The records have been fully provided. *via email* ☐ The records have been partially provided or redacted.
- ☐ The document(s) you requested are available. The cost of reproduction is \$_____. Please bring your cash, check or money order payable to the "Town of Islip" and submit to the Town of Islip-Town Clerk's Office, 655 Main Street, Islip, NY 11751. **Upon arrival, please call (631) 224-5490 to advise you are picking up your documents.** If necessary, please contact the Records Access Officer at (631) 224-5550 to make other arrangements for the receipt of your documents if you are unable to pick them up in our Town Clerk's Office.
- ☐ Please call (631) 224-5550 to schedule an appointment to view the documents requested. If we are not contacted within thirty (30) days to schedule a viewing, your FOIL will be deemed closed.

RECORDS DENIED, PARTIALLY PROVIDED OR REDACTED

- | | |
|--|--|
| <input type="checkbox"/> Request needs to be more specific because cannot determine what record(s) you seek | <input type="checkbox"/> Complainant's name cannot be disclosed pursuant to the Public Officers Law Article 6A, Sec. 89-2(a) |
| <input type="checkbox"/> Records not possessed by the Town of Islip | <input type="checkbox"/> Could endanger the life or safety of any person |
| <input checked="" type="checkbox"/> After a diligent search, no documents were found responsive to your request.** | <input type="checkbox"/> Municipalities are not required to respond to questions or inquiries, only to provide documents |
| <input type="checkbox"/> If a record exists, would be a law enforcement record. Please contact our Code Enforcement Department at (631) 224-5548 for a violation search – a fee applies. | <input type="checkbox"/> Unwarranted invasion of personal privacy |
| <input type="checkbox"/> Law Enforcement Records | <input type="checkbox"/> Exempt inter-agency or intra-agency materials |
| <input type="checkbox"/> Are trade secrets or commercial enterprise documents which if disclosed, would cause injury to the competitive position of the subject enterprise | <input type="checkbox"/> Would impair present or imminent contract awards or collective bargaining negotiations |
| <input type="checkbox"/> Municipalities are only required to search for specific documents requested that are in existence | <input type="checkbox"/> Exempted by statute other than the Freedom of Information Law |
| | <input type="checkbox"/> Exempt examination questions or answers |
| | <input type="checkbox"/> Other: |
- Records from 2018 through May 31, 2020 not found.**
- 3 years \$ missing!**

Name of Records Access Officer:
X LORI J. HAHN

Records Access Officer Signature:
X *Lori J. Hahn*

Date:
X 10/27/22

This Freedom of Information Request will remain on file for six (6) months from the date of final determination. Thereafter, it will be destroyed.

You have the right to appeal a denial of this application in writing within thirty (30) days to Ernest J. Cannava, Senior Assistant Town Attorney, Islip Town Hall, 655 Main Street, Islip, New York 11751. You are entitled to an explanation of the reason for such denial in writing within ten (10) business days of the appeal.

I hereby appeal: _____
Signature Date

**ALL AMBULANCE DEPARTMENTS "MUST"
REPORT THEIR INCOME TO THE TOWN EACH YEAR!**

Patricia Devane
RECEIVED

From: [redacted]@optima.net
Sent: AUG 25 2022 2:13:37 PM
To: [redacted]
Subject: Foil

FOIL

WARNING: This email is from an external sender. Only open attachments/links from trusted senders. If you are unsure, call the Helpdesk at ext. 3800.

Date: August 25, 2022

Freedom of Information Request,

The Freedom of Information Law ("FOIL"), Article 6 (Sections 84-90) of the NYS Public Officers Law, provides the public right to access to records maintained by government agencies. Under the provisions of the New York Freedom of Information Law, Article 6 of the Public Officers Law, I hereby request records or documents of: All funds reported collected by Ambulance Exchange of Islip for billing revenue only 2018- 2021. All funds reported by Ambulance Exchange of Islip for all other funds collected 2018-2021.

____ If Foil is asked to be viewed, please advise me of the appropriate time during normal business hours for inspecting the records prior to obtaining copies.

 X **ELECTRONIC FORM**

If the requested records cannot be emailed to me due to the volume of records identified in response to my request, please advise me of the actual cost of copying all records onto a CD or floppy disk.

If my request is too broad or does not reasonably describe the records, please contact me via email so that I may clarify my request, and when appropriate inform me of the manner in which records are filed, retrieved or generated.

The records that were denied include: _____ (describe the records that were denied to the extent possible and, if possible, offer reasons for disagreeing with the denial, i.e., by attaching an opinion of the Committee on Open Government acquired for its website).

Submitted by:

[Redacted Signature]

@optima.net

Islip approves capital budget to help ambulance company | Newsday

<https://www.newsday.com/long-island/suffolk/islip-approves-capital-budget-to-help-ambulance-c...>

Dec 11, 2016 ... Islip's 2017 capital budget includes a new \$6.5 million building for the Exchange Ambulance of the Islips company. The Islip Town Board narrowly approved the \$45.7.

Islip approves capital budget to help ambulance company

December 11, 2016 By Sophia Chang sophia.chang@newsday.com

Islip Town Hall is seen in an undated image. (Credit: Erin Geismar)

Islip's 2017 capital budget includes a new \$6.5 million building for the Exchange Ambulance of the Islips company

The Islip Town Board narrowly approved the \$45.7 million capital budget at its Nov. 22 board meeting. Town Supervisor Angie Carpenter and Councilmen Steve Flotteron and John Cochrane voted for the budget.



Islip cites urgent need for new ambulance facility

February 22, 2017

A new \$6.5 million, 15,500-square-foot facility for the Exchange Ambulance of the Islips has drawn some criticism from a resident, who is campaigning for the building to be renovated instead for less money.

The Town of Islip owns the building on Carleton Avenue in East Islip where the ambulance exchange is headquartered. In November, the town board narrowly approved its \$45.7 million capital budget plan, which included a new facility for the ambulance company.

Islip resident Greg Pepe, who complained about the cost of the building to the Islip Town Board at its January board meeting, said repairs are possible and for much less than \$6.5 million.

He cited a 2000 engineer's report on the building that "the roof structure does not meet the requirements of the New York State Building Code. The remainder of the building is in sound structural condition." The report by H2M Group concluded that the building's roof could be repaired for \$165,000.

"Why spend \$6.5 million when you need a bay or two for equipment?" Pepe said. "This is something that could be done at a fraction of the cost."

In October 2016, H2M sent an updated letter to Stadelman that said "We are recommending demolition of the existing roof and wall assemblies."

(H2M also has a construction Co.)

Councilman Steve Flotteron, who supported the new facility, said the ambulance company has been asking for a new facility for years and the need has only grown greater.

Supervisor Angie Carpenter said in a statement that the town has an obligation to keep the ambulance company's facilities update