

**Village Board Approved Meeting  
Minutes Minutes of  
November 1, 2022**

Present: Mayor Lee, Trustees Zabelny, Speer, Fowler  
Village Manager/Clerk Shari Pearce,  
DPW Superintendent, Jeff Pearce, Chad McManus  
Village Treasurer, Maryalice Edwards  
Code Enforcement Officer Mark Mazzucco  
Deputy Clerk, Amy Harter

Absent: Trustee Farrell

Guests: Linda Viney, Thomas Coyle, Troy Green, Carole Ann Lee, Debbie Hebing,  
Rodney Manhardt, Ruth Trost, Marica Gilman, Nicole Pennock, John Lemcke, Mike  
Lissow, Scott Schepler, Debbie and Dave Montralloy, Gary Inzana, Maureen Spindler,  
Phillip Carris, Lydia Birr, Hart Thomas, Chad Smith, Megan Alabaugh, Sean Alabaugh, Joe  
Neri, David Neri

Mayor Lee called the meeting to order at 5 p.m. with the pledge of allegiance followed by a moment of silence. The meeting was held in the Ingham Room. Zoom was not available.

**Ambulance Service**

Mayor Lee asked if anyone was present to discuss the ambulance service, although this was not a public hearing.

Ruth Trost, 280 East Ave, she stated the ambulance holds a special place in her heart. Her dad was a fireman and responded on ambulance calls. She and her husband have used their services and wants an ambulance housed in fire hall.

Rodney Manhardt 15 Green Lane, he stated he is a third-generation fireman and involved in EMS. When one volunteers as a fireman it is a second occupation and is completely our desire to help people. By not continuing service with CHS, it is kicking volunteer firemen in the teeth. He stated currently, the fire department can't provide staff to go to calls with the ambulance. He stated the fire department has the best information to guide in the process, and the Village Board is choosing another ambulance company for reasons that are unknown. He stated the Village Board has known since February but turned it down. He doesn't understand why for under \$100 per property. He stated CHS ambulance answered five calls in Greece today. He said that Monroe will tell us one thing and do another. He

said CHS ambulance is a resource have and we should support them as they have supported us and once they leave CHS won't come back. He suggested the Board comes up with enough money to cover three months and let them continue to work. Shari Pearce responded that it is not legal to give them taxpayers money.

Mike Lissow, 23 Sunny Slope Drive, He stated he is a retiree of the Village of Hilton and the most recent past chief. He said at the Fire Department meeting on 10/26 he and another retired employee were blamed by village staff for not telling the Village Board about the responsibility shift for the ambulance. He stated that he didn't know that until November 2021 and he retired in June 2020, the other employee retired in August 2020. He said a meeting was set up to discuss this topic in December 2021 and the Mayor did not show up after responding to the email that he would attend. He referenced the Mayor's email response. Mr. Lissow then referenced meeting minutes in February 2022, stated the Board met eight times between March and June, a meeting was held with the Village Manager, Mayor and Town Supervisor met with Reg Allen of CHS, the topic was on the July agenda, two meetings in August, one meeting in September and a consensus of the board in October. He read a portion of the comments made by Trustee Farrell that the Village would face backlash regarding the issue. Mr. Lissow stated there were many meetings held. He said that blaming others and not giving the public information is inexcusable and the Board should be ashamed to be elected officials.

Shari Pearce remarked to Mike Lissow that she was not referring to the tax district; former Village employees knew the responsibility and control of the ambulance was the Village and Town's back in 2019, when they were employed by the Village and were the acting Chief and Fire Commissioner in addition to being the Village liaisons to the Hilton Parma Fire District.

Shari Pearce responded that during the original presentation in February, she asked Trustee Speer twice if the Village needed to act on anything and he responded no action was needed. She continued that Mr. Lissow's comment She noted at the August 2, 2022 meeting she realized the magnitude of the situation. The board immediately set up a special meeting August 22<sup>nd</sup> with Jim Roose, Don Wells and Carrie Fracassi from the Town. At that time, the Town Board members were unaware of the topic entirely.

Randy Livermore, 28 Timberwood Drive, stated this issue has been messed up from the beginning. He asked if there is any money for CHS to continue covering the Village? He asked if we could ask the State for a special election in put CHS in position. He stated the Village Board and Town Board owes it to the public and they want CHS. He said he has been three meetings no one wants Monroe. Shari Pearce responded the tax district must first be created by the Town of Parma and she referenced New York State Municipal Law Chapter 12, §190.

Rodney Manhardt: He spoke about community events; the carnival and the Apple Fest. He said we won't have a carnival without a volunteer fire department. He also said Hilton is attractive to home buyers due to low taxes in Hilton. If we change this, we will lose events, and no one will want to buy houses here.

Russ Zurick, 27 Smith Street. He noted earlier a comment made that the ambulance responded five times today in Greece then the ambulance was not necessarily in the Village.

Debra Hebing, 315 Parma View Drive, Ms. Hebing stated she worked for Monroe County in the tax department. She stated the public is not understanding there will be an ambulance available, why does it have to be at the fire hall; because the fire department earns income with them sitting there. She said if it sits at the Parma Town Hall or at Tops, it will be fine. She also responded to an earlier question about asking the State for a referendum. She explained a referendum cannot be done when you feel like it, there are many hoops to jump through. She noted that the assessments for houses in the area are higher than \$100,000 and property tax bills will be higher than what is being claimed here tonight.

Maureen Spindler, 175 Lake Avenue, stated she hopes Village and Town work together. She asked why the Town Board was not in attendance? She asked why the meeting was not available on Zoom? Shari Pearce responded the Ingham Room is not set up to offer Zoom. She would like to see the Village Board have more communication with the citizens. Trustee Fowler explained that the December Village Board meeting will be held in the Ingham Room as the Village Office will be remodeled. Zoom will not be available.

Superintendent, Jeff Pearce asked Mrs. Spindler advertised “keeping an ambulance in Hilton” during her Mayoral campaign, stating he recalls that it was noted on the back of flyer. She stated she did not want to discuss it in public, but she was approached by someone in the fire district on this topic.

Dave Olney, 6 Cross Lane, asked Mayor Lee who will review Monroe’s performance monthly? Mayor Lee replied it will be discussed with the board to determine the proper personnel. Mr. Olney asked if a location has been selected for the ambulance to stage? The Mayor answer it has yet to be determined. Tom Coyle (Monroe Ambulance) will be seeking historical data from the fire department.

Chief Carris stated Shari Pearce has reached out to him to discuss a meeting. He explained that the quality of ambulance service to the community will not differ, just the location where the ambulance will be coming from. He said Monroe Ambulance is as qualified as CHS. He asked Mr. Coyle about an article written in the Orleans County Hub pertaining to potential coverage in Orleans County, pulling resources from Monroe. Mr. Coyle answered he has not been interviewed but they would pull from mutual aid like anywhere else

Jeff Pearce asked Chief Carris if they will be able to place an ambulance in the fire house. He answered he cannot speak for the Fire Commission, but he is willing to allow them to park there.

Troy Green said it has been identified that the EMS system is broken, and it will be a challenge for both boards. He noted they have removed their open letter from their website as it no longer serves a purpose, and it is time to move on. He would like to have the Village and Town Boards involve our legislature. Trustee Fowler stated he spent 90 minutes meeting with Assemblyman Josh Jensen, he is writing legislation on this topic to promote

change. Mr. Coyle noted 13 local agencies have joined the EMS Chiefs Association, the intent is to make the EMS system recognized as first responders.

### **PUBLIC FORUM**

At this time, Trustee Fowler motioned to open public forum at 6:00 p.m., motion seconded by Trustee Zabelny.

Debbie and Dave Montrallo have expressed interest in purchasing property that is owned by the Village of Hilton located at the east end of the parking lot at 51 Railroad Avenue. A written letter of intent was presented to the board at the meeting. The Superintendent of the DPW will review the existing water and sewer infrastructure that is in the area. This item will be placed on the December 6, 2022 agenda.

Archer Drive parking issues: On street parking is prohibited by Local Law #2, 2021 Chapter 252-4(A). On street parking became an issue upon the construction of Creek Crossing townhomes.

Hart Thomas, 9 Archer Drive, Mr. Thomas came before the Village Board in August to discuss parking problems. His guests have received multiple parking tickets for street parking when visiting his home. He has multiple drivers living in his house and not enough parking. He is asking the board for a solution. He noted the only municipal parking is Hovey Square which is not convenient. Mr. Thomas' adult children: Megan Alabaugh and Sean Alabaugh each spoke about the parking problems which included safety concerns and possible injuries from falling. Their yard is muddy from parking their cars in front of the house.

There were other residents from 7 and 11 Archer Drive in attendance that agreed on street parking is a problem.

Joe Neri, 16 Archer Drive, explained he would like a solution for the parking on the street. He also has young drivers. His house is situated higher than the street and he drives a large pickup truck. It is difficult for him not to block the Village sidewalk when parking in the driveway.

Jeff Pearce stated he has spoken to the property manager at Creek Crossing. The manager feels there is enough parking, and the owners Creek Crossing are not willing to add any additional spaces.

The board will revisit this topic, it will be placed on the December agenda.

Trustee Fowler made a motion to close the Public Forum for comments at 6:35 p.m. The motion was seconded by Trustee Zabelny. The conversation returned to the ambulance service.

Dave Olney asked if the Board has a plan for the \$600,000 in ARPA funds that the Village has received. Trustee Fowler noted that \$38,000 has been use for automated water meters, and \$36,000 for an update security system for the Community Center. Mayor Lee commented the building is costly to operate, windows and boilers need to be replaced and/or repaired. Trustee Zabelny explained the funds must be designated for spending by 2024 and used by 2026. She noted the regulations were very restrictive at first but were loosened this past spring Mr. Olney asked the Board to consider a survey of the residents for spending.

Russ Zurick, 27 Smith Street, he noted the fire department operated the ambulance service on a volunteer basis from 1937 – 2018, the volunteers response time during those years was good enough and was BLS. Chief Carris gave an example of a volunteer living 6 minutes from the fire house and if a call was in the neighborhood of said volunteer it would take another 6 minute to get to the call. At that time, Monroe covered ALS calls.

### **Code Enforcement Officer**

Mark Mazzucco discussed the information items on his report

100 Old Hojack Lane: Mark has received two complaints about outside storage of campers and boats. The property owner has not had the required privacy fence installed but has assured Mark it will be installed as soon as possible.

Hilton Parma Community Disaster Plan: Mark noted the plan in place has not been revised since 2009 and may need to be completely updated. He will work with the contacts from the Town, School District and Fire Department as necessary.

RV Storage Enforcement: Mark will begin enforcing the Code requirements for storage of Recreational Vehicles on November 15<sup>th</sup>.

### **Treasurer**

Tax Payments: The last day village tax payments will be accepted was October 31<sup>st</sup>. All unpaid taxes were releived to Monroe County for reimbursement.

**Resolution** to relevy the Village Taxes in the amount of \$8,888.98 to the Monroe County Treasury to receive reimbursement. Motion made by Trustee Fowler, seconded by Trustee Speer. Carried unanimously, 4-0.

### **Superintendent**

New hires Jeff Pearce reported he is recommending to hire Riley Ball, Joe Mansfield and Kyle DeGrave as fulltime laborers at \$16.00/hour.

**Resolution** to hire Riley Ball for a full-time DPW laborer at \$16.00 per hour effective November 2, 2022. Motion made by Trustee Speer, seconded by Trustee Fowler. Carried unanimously, 4-0.

**Resolution** to hire Joe Mansfield for a full-time DPW laborer at \$16.00 per hour effective November 2, 2022. Motion made by Trustee Fowler, seconded by Trustee Speer. Carried unanimously, 4-0.

**Resolution** to hire Kyle DeGrave for a full-time DPW laborer at \$16.00 per hour effective November 2, 2022. Motion made by Trustee Zabelny, seconded by Trustee Fowler. Carried unanimously, 4-0.

### **Manager**

Stockpile Land: Shari Pearce reported the property to be purchased by the Village and Town is expected to close later this week.

Monroe Ambulance Contract: The contract to begin service as of January 1, 2023 was reviewed by the board. This agreement is to provide the necessary technical expertise and equipment to the residents of the Village of Hilton by Monroe Ambulance.

**Resolution** to enter into a contract for EMS service for the year 2023 per the attached agreement, motion made by Trustee Zabelny, seconded by Trustee Fowler. Carried unanimously, 4-0.

Health Insurance: Shari Pearce recommends continuing this Excellus for health insurance benefits for the full-time employees and retirees for 2023.

**Resolution** to continue with Excellus Blue Cross Blue Shield for health insurance benefits for full time employees and retirees for 2023. There is no change in contribution. Motion made by Trustee Fowler, seconded by Trustee Speer. Carried unanimously, 4-0.

Mayor Lee appointed Mark Mazzucco as the Zoning Board Liaison and Fire Commission Liaison effective immediately.

**Vouchers**

**Resolution** to approve the November vouchers for payment with following additions: Carwell \$1697.00, Haworth \$13,381.00, Hilton Napa \$223.46, Jackson Welding \$16.82, Petty Cash \$30.00, RGE \$673.41, Z's Automotive \$147.00, Motion made by Trustee Zabelny, seconded by Trustee Speer. Carried 4-0.

Prepaid	\$6,055.80
TA	\$31,290.90
General	\$131,252.09
Water	\$32,530.41
sewer	<u>\$341.44</u>
Total	\$201,470.64

**Adjournment**

Motion to adjourn the meeting at 7 p.m. was made by Trustee Fowler, seconded by Trustee Zabelny. Carried 4-0.

**Executive Session**

A motion was made to enter into Executive Session to discuss a workplace violence claim, motion made by Trustee Fowler, seconded by Trustee Zabelny.

A motion was to exit Executive Session at 7:50 p.m. made by Trustee Fowler, seconded by Trustee Zabelny. Carried 4-0.

Respectfully Submitted,

Amy Harter, Deputy Clerk

**The Mayor made the following appointments:**

Vice Mayor	Andy Fowler
Zoning Board Liaison	Mark Mazzucco
Personnel Liaison	Joe Lee, Andy Fowler
Village Budget Liaisons	Shannon Zabelny, Andy Fowler
Hilton Parma Recreation Liaison	Larry Speer
Enhancement	Joe Lee
Public Relations	Joe Lee and Shari Pearce
Newsletter	Joe Lee and Shari Pearce
Fire Commissioners Liaison	Mark Mazzucco
School Board Liaisons	Joe Lee and Shari Pearce
Chamber of Commerce	Joe Lee and Shari Pearce
Historian	Dave Crumb
Assistant Historian	Amanda Dudley
Registrar of Vital Statistics	Shari Pearce
Deputy Reg. Vital Statistics	Amy Harter and Maryalice Edwards
Community Development	Shari Pearce and Jeff Pearce
Records Retention Officer	Shari Pearce and Amy Harter
Shared Services Team	Joe Lee and Jeff Pearce
Community Center Supervisor	Shari Pearce and Chad McManus
Special Police Committee	Joe Lee, Shari Pearce
Safety Team Com Center	Joe Lee, Mark Mazzucco, Chad McManus, Shari Pearce, Shannon Zabelny
Social Media	Shari Pearce, Debbie Jones, Andy Fowler
Environmental Committee	Larry Speer, Andy Fowler, Jeff Pearce, Shari Pearce
Town of Parma Liaison	Sherry Farrell

## **AGREEMENT**

**THIS AGREEMENT**, between the **Village of Hilton**, having its principal place 59 Henry Street Hilton, NY 14468 (hereinafter referred to as the "Village") and **MONROE MEDI- TRANS, INC. DBA MONROE AMBULANCE**, having its principal place of business at 1669 Lyell Avenue, Rochester New York, 14606 (hereinafter referred to as "Monroe Ambulance").

### **GENERAL PROVISIONS**

1. **Statement of Purpose.** The parties hereto mutually agree that the purpose of this Agreement is to effectuate and to encourage the furnishing of modem, expeditious and reliable professional emergency ambulance service that is reasonably possible at a reasonable cost for persons in need of ambulance services within the areas of the Village of Hilton protected by the Hilton Fire District.
2. **Consideration.** Inconsideration of the sum of one dollar (\$1.00) receipt of which is acknowledged by Monroe Ambulance, Monroe Ambulance agrees to provide ambulance services as set forth herein to the Village of Hilton.
3. **Representations of Monroe Ambulance.** Monroe Ambulance hereby represents that it possesses the equipment, personnel and expertise to execute the terms and conditions of this Agreement, and that the work and services required pursuant to this Agreement are of such a nature that the scope of services contained in this Agreement may not specifically delineate all those requirements which shall become reasonably necessary to the effectuation of this Agreement over a period of years. Monroe Ambulance, therefore, hereby agrees to provide the necessary technical expertise and equipment to reasonably provide for the emergency ambulance service needs of the Village throughout the term of this Agreement.

### **SPECIFICATIONS**

4. **Authorization Certificate.**
  - a. Monroe Ambulance shall maintain in effect a certificate from the State of New York Department of Health pursuant to Article 30 of the Public Health Law of the State of New York. Monroe Ambulance shall demonstrate to the satisfaction of the Village that such certificate is in effect at the time of the execution of this Agreement, and Monroe Ambulance shall renew such certificate as required

throughout the term this Agreement.

- b. Monroe Ambulance shall, during the term of Agreement, operate an emergency ambulance service to the reasonable satisfaction of the Village,

which shall conform in all material respects to, or exceed, the New York State Public Health Law and Emergency Medical Services Code, 10NYCRR Part 800.

## 5. Scope of Services

- a. **Emergency Ambulance Service.** Monroe Ambulance shall furnish prompt and efficient emergency ambulance service for calls for sick or injured persons of the Village. "Emergency ambulance service", when used in this Agreement, shall include the transport of sick, disabled or injured persons to hospitals and the provision of initial emergency medical assistance to such persons. All such services shall be provided in accordance with all laws, ordinances, rules and regulations applicable thereto, including the New York State Emergency Medical Services Code, the protocols as they exist or as they may be established by the Monroe - Livingston Regional Emergency Medical Advisory Council (REMAC) or the Regional EMS Medical Director, or other applicable protocols.

- i. **Basic Life Support Services.** Monroe Ambulance basic life support units shall be staffed by a minimum of one (1) person certified at the emergency medical technician-basic with defibrillation or higher and one (1) person certified in Emergency Vehicle Operations (CEVO).

- ii. **Advanced Life Support Service.**

- i. All Monroe Ambulance vehicles providing Advanced Life Support pursuant to this contract shall be staffed by two certified EMS providers, one of which must be certified as NYS Paramedic and the other certified in Emergency Vehicle Operator (CEVO).
    - ii. Monroe Ambulance vehicles (fly cars) or other ALS intercept vehicles shall be staffed by at least one (**1**) EMS provider certified at the NYS Paramedic.
    - iii. Responding Monroe Ambulance advanced life support personnel shall be cleared by the Monroe Ambulance Agency

Medical Director, the Training and Education Division of Monroe Ambulance, and shall be recorded by the Regional

ALS Committee and completely authorized to provide ALS service in the Monroe-Livingston EMS System.

- b. Emergency or Fire Scene Stand-by Service.** Monroe Ambulance will provide stand-by services at emergency scenes and work with the Village and incident commander. Such service shall include the continued availability at the scene of at least one (1) ambulance capable of providing services until released by the highest-ranking officer at the scene.

  - i.** Monroe Ambulance shall operate within the Incident Command System (ICS) and/ or NIMS adopted by the Village or Fire District. Monroe Ambulance transport units shall fall under the command of the appropriate District officer or Incident Commander while responding to and operating at any event within the Fire District.
  - ii.** Monroe Ambulance will work with the promoter for stand-by events to negotiate payment of services.
- c. Records.** Monroe Ambulance shall maintain appropriate records, reasonably satisfactory to the Village, providing complete details regarding all emergency ambulance service calls under this Agreement, including the time of receipt of the call, type of call, the site of the emergency, the time at which the ambulance personnel are ready to exit the ambulance at the scene of the incident or the time of cancellation of the request, time of departure from the site and time of arrival at the hospital, and the disposition of the call, services rendered and billing to any party for said call. Such records shall be available for inspection by the Village on request, subject to patient confidentiality limits prescribed in Section 800.15 of the New York State Emergency Medical Services Code.

**6. Vehicles and Equipment.**

- a. All ambulances of Monroe Ambulance are certified by the NYS Department of Health Bureau of Emergency Medical Services. In addition, all vehicles are compliant with Article 30, Part 800 of the NYSDOH PHL. Monroe Ambulance shall ensure all ambulances which are utilized to transport patients are certified.
- b. Monroe Ambulance shall maintain liability insurance in the amount of at least \$1,000,000 per person, \$2,000,000 combined single limit for bodily injury, with \$10,000,000 umbrella coverage for each occurrence. The Village shall be named as an additional insured upon the execution of this contract. At no time shall Monroe Ambulance allow a lapse in liability insurance during the terms of this contract.
- c. Monroe Ambulance shall ensure the availability and functionality of all equipment required for patient care, support of emergency medical service operations, or any other reasonably anticipated patient needs.
- d. Monroe Ambulance shall ensure that its entire emergency medical service vehicle fleet meets the New York State Department of Motor Vehicles safety inspection and registration requirements.
- e. Monroe Ambulance shall maintain and have available all New York State Department of Health and locally mandated equipment on each transporting ambulance and each ALS first response vehicle.
- f. All Monroe Ambulance vehicles in the provision of services under this contract shall meet the requirements under Chapter IV of Title 10 (Health); New York State Emergency Medical Services Code; Part 800.

**7. Personnel.**

- a. Monroe Ambulance shall have a sufficient number of trained personnel to perform the services pursuant to this Agreement on a twenty-four (24) hour basis. All employees must meet all applicable professional qualifications as prescribed by the State during the term

of this Agreement.

- b. Monroe Ambulance shall have a formal process for orientation of new employees to the applicable policies and procedures of the company and to the applicable provisions of the agreement for service with the Village.
- c. Monroe Ambulance shall have a formal process for continuing education, remedial instruction and in-service training of employees, including training and re-certifications for the appropriate level of hazardous materials response.
- d. Monroe Ambulance, upon request of the Village, shall make available the following information:
  - i. List of current employees and, as appropriate, their medical certification and/or drivers license number.
  - ii. Current work schedule
  - iii. Current orientation curriculum and training policy.
- e. Monroe Ambulance shall participate in the REMAC Quality Assurance / Quality Improvement Program and shall have and maintain their own program.

**8. Response Time Standards.** The maximum response time shall not be greater than time limits define below for 90% of all responses in the Village.

Priority 1: 10 Minutes

Priority 2: 10 Minutes

Priority 3: 15 Minutes

Priority 4: 25 Minutes

- b. All response times shall be measured or calculated as the time elapsed between (1) the time at which a request for service is received by Monroe Ambulance from the Emergency Communications Department and (2) the time at which Monroe Ambulance's ambulance arrives at the scene of the incident.
- c. A request for service involving an advanced life support incident shall take precedence over all requests for service involving basic life support incidents.
- d. Monroe Ambulance shall provide to the Village on a monthly basis a report summarizing Monroe Ambulance's response time performance

for the preceding period. Such report shall be submitted within fifteen (15) calendar days after the end of the previous month.

**9. Dispatch and Notification.**

- a. The Village and Monroe Ambulance shall work together to ensure all requests for service are received by Monroe Ambulance from the County Emergency Communications Department via station data terminal or telephone as the situation dictates.
- b. Monroe Ambulance shall have and maintain appropriate communications equipment in all its ambulances, in all dispatching stations and elsewhere as may be necessary to perform the services described in this Agreement.

At a minimum, Monroe Ambulance shall have and maintain the following communication capabilities.

- i. Direct telephone communication to the County Emergency Communications Department.
  - ii. Two-way radio communication on a special emergency radio service band having ninety-five percent (95%) transmit and receive coverage between the dispatching center and all ambulances or equivalent equipment.
- c. Monroe Ambulance shall have and maintain the necessary redundancies in its communications system to ensure continuous communication capabilities.

**10. Mutual Aid Agreements.** Monroe Ambulance shall maintain agreements with all ambulance services to meet specifications with all insurance regulations, and Medicare guidelines.

**TERMS AND RATES**

**11. Term of Agreement.** This contract shall be for a term commencing January 01, 2023 and ending on December 31, 2023 and shall be deemed renewed on the same basis each calendar year thereafter for a further full calendar year unless one of the 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 of that year.

This Agreement may be terminated:

- a.** At any time by mutual agreement between Villages and Monroe Ambulance;
- b.** Immediately and without notice in the event that Monroe Ambulance is no longer licensed or authorized by government regulatory agencies to perform its responsibilities under this Agreement; or
- c.** By either party upon not less than ten (10) days prior written notice to the other party in the event:
  - i.** Of a material breach of this Agreement by the other party i.e. if either party shall fail to perform any material obligation or provision of this

Agreement and such breach is not remedied within ten (10) days after receipt by one party from the other party of written notice; or

- ii. The enactment of any federal, state, or local law or regulation or written interpretation of any law or regulation by a court or government agency materially affects the method or amount of reimbursement or any other material provision of this Agreement.

**12. Rates for Service.**

- a. No charge will be made to the Village or expense incurred by the Village in connection with Monroe Ambulance's performance of any of the ambulance services described in this agreement.
- b. Persons utilizing the services of Monroe Ambulance shall be responsible for payment to Monroe Ambulance on a fee-for-service basis. The fees to be charged by Monroe Ambulance to uninsured patients shall be set forth in the fee schedule which shall be provided to the Village.
- c. If in the future the Village elects for a dedicated resource, an addendum to this agreement will be executed including a subsidy to support the cost of readiness for a dedicated resource and will negotiate such subsidy at that time.

**ADDITIONAL LEGAL PROVISIONS**

- 13. Prohibition Against Assignment.** Monroe Ambulance is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement without the express written consent of the Village.

**14. Indemnification.**

- a. Monroe Ambulance hereby agrees to defend, indemnify and save harmless the Village against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the Village may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent and or omission of Monroe Ambulance, its agents, employees or

contractors. If a claim or action is made or brought against the Village and for which Monroe Ambulance may be responsible

hereunder in whole or in part, the Monroe Ambulance shall be notified and shall handle or participate in the defense of such matter.

- b. The Village hereby agrees to defend, indemnify and save harmless Monroe Ambulance against any and all liability, loss, damage, suit, charge, attorneys fees and expenses of whatever kind or nature which Monroe Ambulance may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Village, its agents, employees or contractors. If a claim or action is made or brought against Monroe Ambulance for which the Village may be responsible hereunder in whole or in part, then the Village shall be notified and shall handle or participate in the defense of such matter.

15. **Non-Discrimination.** The parties shall comply with Titles VI and VII of the Civil Rights Act of 1964, 503 and 504 of the Rehabilitation Act of 1973, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these Acts. The parties shall not discriminate or otherwise violate any Federal, State or local anti-discrimination law or regulation in the performance of services under this Agreement.

16. **Excluded Provider.**

- a. The Village represents that to its actual knowledge, the Village has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should the Village obtain actual knowledge that would invalidate the representations contained herein, the Village shall immediately notify Monroe after obtaining such knowledge and/or notice that it is an excluded provider.
- b. Monroe represents that it has not been convicted of a crime related to healthcare and is not currently listed by a federal agency as debarred, excluded or otherwise ineligible to participate in federal health care programs. Should Monroe obtain actual knowledge that would invalidate the representations contained herein, Monroe shall immediately notify the Village after it receives notice that it is an excluded provider. For purposes of this section, the term "excluded

provider" shall mean Monroe's parent, principals, shareholders, directors and officers (including subcontractors and employees).

- 17. Access to Books and Records.** To the extent the value of services furnished under this Agreement, or a subcontract of this Agreement, exceed \$10,000 over a 12- month period, each party will make available to the Secretary of the Department of Health and Human Services, the Comptroller General, or their authorized representatives, a copy of this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs incurred by such party under this Agreement for a period of four years after the furnishing of services. Each party agrees to notify the other party within 3 days of the nature and scope of any request for access and to provide, or make available copies of any books, records or documents proposed to be provided. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which such party may be entitled.
- 18. Independent Contractor Relationship.** It is mutually understood and agreed that in the performance of duties and obligations of the parties to this Agreement, each party is a separate and independent contractor. Neither party is the principal agent, nor shall be a representative of the other and neither has any direct control over the manner in which the other performs its services and functions.
- 19. Confidentiality of Proprietary Information.** The Village acknowledges that in the course of performing this Agreement, it will become aware of information concerning Monroe's operations, business practices, customer practices, software systems, programs, pricing policies, customers and clients. The Village agrees that except as required by law the Village and its employees, agents, successors and assigns shall not disclose such information to any person without the written consent of Monroe except for the Village's internal use as reasonably necessary to perform this Agreement. The Village also agrees that only those agents and employees of the Village who has a need to know any such information to perform their duties in connection with this Agreement will be provided with such information, and then only with those portions of such information as are reasonably necessary to the performance of their jobs. Further, the Village agrees to instruct such agents and employees not to disclose such information to any unauthorized persons or business entities. Monroe acknowledges that Freedom of Information Laws may require the Village to disclose some information to third parties and will inform Monroe if such a request is made and if the Village intends to release it.

**20. Confidentiality.** The Village shall ensure that Protected Health Information shall be kept confidential and shall not be disclosed except as required by law. The Village will be required to sign a Business Associate Agreement, related to Protected Health Information.

**21. Assignment / Notices / Severability / Waivers.** Neither party may assign this Agreement without the prior written consent of the other party. All notices, requests, demands and any other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered if sent by certified mail, postage prepaid, to the parties at the address stated above, or any other address designated by the parties. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of this Agreement shall retain full force and effect. The parties shall negotiate in good faith to amend the Agreement to replace any provision deemed to be invalid or unenforceable with a valid and enforceable provision which, as nearly as possible, accomplishes the original objectives of the parties. One or more waivers by either party of a breach of this Agreement by the other party shall not be construed as a waiver of other breaches of this Agreement.

**IN WITNESS THEREOF**, the parties hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

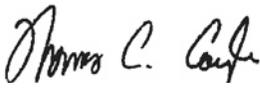
Date: 11/3/2022

**Village of Hilton**

By: 

Date: 11/03/2022

**MONROE AMBULANCE**

By: 

Thomas C. Coyle, President