



**Town Board Meeting
January 8, 2024 – 7:00 pm
Sand Lake Town Hall**

AGENDA

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

____ **Deputy Supervisor Nippes**
____ **Councilman Glasser**
____ **Councilman Krokos**
____ **Councilwoman Mason**
____ **Supervisor Clemens**
____ **Town Attorney Danaher**
____ **Town Clerk Barbara Hansen**

Approval of Meeting Minutes: December 11th Town Board Meeting

**Town Clerk's Report
Supervisor's Report
Board Member's Reports
Public Works Commissioner's Report**

Public Comment: NOTE – Each speaker must step to the microphone and may choose to state their name and address prior to addressing the Board and shall be granted the floor for up to five minutes. The Board thanks everyone in attendance for their understanding and for their desire to actively participate in the decision-making process. All speakers will conduct themselves in a civil manner.

Business:

- ____ 1. Approving the Purchase of a 2025 Silverado 3500 from Mangino Chevrolet for the Highway Department (*Resolution #2025-01-54*)
- ____ 2 Authorizing the Commissioner of Public Works to Contract with Troy Sand and Gravel Co., Inc. for Brush Grinding and Removal of Wood Chips (*Resolution #2025-01-55*)
- ____ 3 Resolution Authorizing the Town Supervisor to Contract with Spectrotel for Phone Line Services (*Resolution # (Resolution #2025-01-56)*)
- ____ 4 Resolution Authorizing the Town Supervisor to Contract with Robert Guyer for 2025 Dog Shelter Services (*Resolution # (Resolution #2025-01-57)*)
- ____ 5 Resolution Authorizing the Town Supervisor to Contract with Sand Lake Ambulance for Ambulance Services (*Resolution # (Resolution #2025-01-58)*)
- ____ 6 Budget Transfers/Amendments (*Resolution # (Resolution #2025-01-59)*)

Adjournment of the Meeting

**SAND LAKE TOWN BOARD MEETING
January 8, 2025**

RESOLUTION #2025-01-54

Approving the Purchase of a 2025 Silverado 3500 from Mangino Chevrolet for the Highway Department

	Nippes:	Y	N	A
Moved By: _____	Glasser:	Y	N	A
Seconded By: _____	Krokos:	Y	N	A
	Mason:	Y	N	A
	Clemens:	Y	N	A

WHEREAS, the Commissioner of Public Works requires an additional truck for general use in the highway department; and

WHEREAS, NYS OGS has awarded bids to Mangino Chevrolet for Chevrolet 3500 Heavy Duty Trucks and the terms of the bid specify that it shall be available to other municipalities pursuant to Section 103, subparagraph 16 of New York State General Municipal Law; and

WHEREAS, the Town of Sand Lake Purchasing Policy requires that purchases of \$20,000 or more must be approved by the Town Board, and

WHEREAS, the financial impact of this resolution is \$52,609.43 from Highway Machinery Equipment Budget Line DA 522.5130.2 by Appropriating DA599 Highway Fund- Fund Balance in the amount of \$52,609.43 now, therefore, be it

RESOLVED, that the Town Board authorizes the Commissioner of Public Works to purchase a 2025 Chevrolet Silverado 3500 Heavy Duty Work Truck from Mangino Chevrolet Inc. in an amount not to exceed \$52,609.43.



MANGINO CHEVROLET

RICH YOUNGS | 518-843-5702 | ryoungs@mangino.com

TOWN OF SAND LAKE

Prepared For: JOSH BUCCI

518-674-3011

HIGHWAY@SAND-LAKE.US

[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (5)

NYS 2024-2025 FAN # 856351

MANGINO CHEVROLET STATE CONTRACT # PC68994

NYS BID ASSIST

FAN# 856351

BID# 587150

ITEM# 41



MANGINO CHEVROLET

RICH YOUNGS | 518-843-5702 | ryoungs@mangino.com

MANGINO CHEVROLET

Dealership Information

NYS 2024-2025 FAN # 856351

MANGINO CHEVROLET STATE CONTRACT # PC68994

NYS BID ASSIST

FAN# 856351

BID# 587150

ITEM# 41

- ALL QUOTES ARE GOOD FOR 30 DAYS.-
- MODEL YEAR CHANGE CAN CHANGE PRICE QUOTE OR TIME OF PRODUCTION. WE WILL RE QUOTE IF THERE IS A MODEL YEAR CHANGE-
- PRICING WILL BE LOCKED IN ONCE ORDER IS ACCEPTED BY CHEVROLET PRODUCTION CONTROL.-
- CUSTOMERS WILL BE NOTIFIED OF ANY PRICE INCREASES OR MODEL YEAR CHANGES AT THE TIME THE ORDER IS ACCEPTED BY CHEVROLET-

- SUBJECT TO VEHICLE PRODUCTION. WILL NOT BE HELD RESPONSIBLE FOR ANY DELAYS OR CANCELLATION.-

Prepared By:

RICH YOUNGS

MANGINO CHEVROLET

518-843-5702

ryoungs@mangino.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24216. Data Updated: Dec 16, 2024 6:44:00 PM PST.



MANGINO CHEVROLET

RICH YOUNGS | 518-843-5702 | ryoungs@mangino.com

[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (5) (✔ Complete)

Quote: TOWN OF SAND LAKE 2569-25

Comments:

NYS 2024-2025 FAN # 856351
MANGINO CHEVROLET STATE CONTRACT # PC68994
NYS BID ASSIST
FAN# 856351
BID# 587150
ITEM# 41

Dealer Signature / Date

Customer Signature / Date

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[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (5) (✓ Complete)

Quote: TOWN OF SAND LAKE 2569-25

Quote Worksheet

	MSRP
Base Price	\$53,000.00
Dest Charge	\$1,995.00
Total Options	\$2,165.00
Subtotal	\$57,160.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$1,250.00)
Subtotal Discount	(\$1,250.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$55,910.00
Sales Tax	\$0.00
NYS INSPECTION	\$10.00
NYS TIRE TAX	\$12.50
DOC FEE	\$176.93
Subtotal Taxes	\$199.43
NYS BID ASSIST FAN# 856351 BID# 587150 ITEM# 41	(\$3,500.00)
Subtotal Post-Tax Adjustments	(\$3,500.00)
Total Sales Price	\$52,609.43

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MANGINO CHEVROLET

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[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (5) (✔ Complete)

Quote: TOWN OF SAND LAKE 2569-25

Window Sticker

SUMMARY

[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck

MSRP:\$53,000.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK30943	[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck	\$53,000.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
DD8	Mirror, inside rearview auto-dimming	Inc.
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass	\$660.00
E63	Durabed, pickup bed	\$0.00
G3I	GVWR, 11,700 lbs. (5307 kg) with single rear wheels	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	\$0.00
KW5	Alternator, 220 amps	Inc.
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	\$0.00

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MANGINO CHEVROLET

RICH YOUNGS | 518-843-5702 | ryoungs@mangino.com

[Retail] 2025 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (5) (✔ Complete)

Quote: TOWN OF SAND LAKE 2569-25

MKM	Transmission, Allison 10-speed automatic		\$0.00
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements		\$0.00
NZZ	Skid Plates	Inc.	
PCV	WT Convenience Package		\$575.00
PYT	Wheels, 18" (45.7 cm) painted steel		\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
SRW	Single Rear Wheels		\$0.00
U01	Lamps, Smoked Amber roof marker, (LED)		\$55.00
U2K	SiriusXM Trial Subscription		\$100.00
UF2	LED Cargo Area Lighting		\$125.00
V46	Bumper, front chrome		\$200.00
VJH	Bumper, rear chrome		\$0.00
VK3	License plate kit, front		\$0.00
VYU	Snow Plow Prep/Camper Package		\$300.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall		\$0.00

SUBTOTAL	\$55,165.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$57,160.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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**SAND LAKE TOWN BOARD MEETING
January 8, 2025**

RESOLUTION #2025-01-55

Authorizing the Commissioner of Public Works to Contract with Troy Sand and Gravel Co., Inc. for Brush Grinding and Removal of Wood Chips

	Nippes:	Y	N	A
Moved By: _____	Glasser:	Y	N	A
Seconded By: _____	Krokos:	Y	N	A
	Mason:	Y	N	A
	Clemens:	Y	N	A

WHEREAS, the Town of Sand Lake generates brush and wood chips as part of its routine public works operations, which require periodic grinding and removal; and

WHEREAS, the Commissioner of Public Works has determined that the grinding and removal of brush and wood chips is necessary for the continued safe and efficient operation of the Town’s facilities; and

WHEREAS, in accordance with the Town of Sand Lake’s Procurement Policy, the Commissioner of Public Works secured two estimates for the required work; and

WHEREAS, due to the unique nature of the work, the Commissioner of Public Works was unable to secure a third estimate despite reasonable efforts; and

WHEREAS, the estimate provided by Troy Sand and Gravel Co., Inc. in the amount not to exceed \$14,900 was determined to be fair and reasonable for the scope of services required; and

WHEREAS, sufficient funds have been allocated in the Town’s budget for this expenditure;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes the Commissioner of Public Works to contract with Troy Sand and Gravel Co., Inc. for the grinding of brush and removal of wood chips in an amount not to exceed \$14,900

TROY SAND AND GRAVEL CO., INC.

WASHED AND PROCESSED SAND AND GRAVEL

ALPINE
SAND & GRAVEL

LAKE
SAND & GRAVEL



1-800-287-2854

"Our Family Tradition Continues to Meet Your Needs with New York State Accepted
Fine & Crushed Coarse Aggregates and HOT MIX ASPHALT"

December 13, 2024

To: Town of West Sand Lake:
Commissioner of Public Work: Kevin Rifenburgh

Reference: Price for Grinding Wood & Brush
From: Troy Sand & Gravel.

This job will consist of one operator and a grinder a grapple. The grinding of wood and brush into a pile to be left on site. Troy Sand & Gravel will supply fuel.

Total cost for Brush Grinding to Town of West Sand Lake is =\$14,900.00
With or without Removal price is the same.

Thank you for the opportunity to bid you on this job.

Thank you.
Sales Manager
Nicholas M DiNova Jr.

Advantage



Tree Service LLC

772 Delaware Ave. Delmar, NY 12054

Albany/Troy: (518)-937-7616
Schenectady: (518)-937-7726
Bethlehem: (518)-944-5172
Saratoga/Clifton Park: (518)-937-1060
Fax: (518)-439-0239
Web: www.AdvantageTreeNY.com
Email: Sales@AdvantageTreeNY.com

Town of Sand Lake

Attn: Mr. Kevin Rifenburgh C. (518) 674-3011
highway@sand-lake.us

Physical Address: 25 Springer Rd. Averill Park, NY 12018

Billing Address: P.O. Box 273 Sand Lake, NY 12153

- **Site Waste Grinding:**
 - o Grinding and Removal of all organic waste in pile at town garage:
 - Grinding all Yard debris:
 - Wood, Leaves, Brush:
- **Disposal of all Material to offsite location:**
 - o ATS will remove all material from site and ground will be left level.
- **Equipment needed for site:**
 - o Excavator with Rotating Grapple
 - o Wheel Loader
 - o Horizontal Grinder for Wood

Totals:

Grinding of all debris on site: \$16,785.00

Disposal of all debris: \$16,650.00

Thanks,
Advantage Tree Service LLC

12/12/24

Terms and Conditions of Tree Service Contract

Performance Advantage Tree Service LLC.

Work crews shall arrive at the job site unannounced unless otherwise noted herein. Advantage Tree Service LLC. shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

Workmanship

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, Advantage Tree Service LLC. will remove wood, brush and debris incidental to the work.

Insurance

Advantage Tree Service LLC. is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

Ownership

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Advantage Tree Service LLC. is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

Terms of Payment

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 30 days subsequent to the invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Cancellation

Advantage Tree Service LLC reserves the right to charge 10% on all cancelled contracts.

**SAND LAKE TOWN BOARD MEETING
January 8, 2025**

RESOLUTION #2025-01-56

Resolution Authorizing the Town Supervisor to Contract with Spectrotel for Phone Line Services

	Nippes:	Y	N	A
Moved By: _____	Glasser:	Y	N	A
Seconded By: _____	Krokos:	Y	N	A
	Mason:	Y	N	A
	Clemens:	Y	N	A

WHEREAS, the Town of Sand Lake requires reliable phone line services to support its operations and communication needs; and

WHEREAS, Spectrotel has provided a proposal to deliver these services at a cost of \$377.57 per month for a three-year term ending December 31, 2027; and

WHEREAS, the Town Board has reviewed the proposal and determined it to be cost-effective and in the best interest of the Town; and

WHEREAS, sufficient funds have been allocated in the Town’s budget to cover this expenditure;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes the Town Supervisor to contract with Spectrotel for phone line services at the rate of \$377.57 per month for a term ending December 31, 2027; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute any necessary documents to facilitate this contract on behalf of the Town



Existing Customer Enrollment

Agent:	OneConnect, Inc.	ID:	925000	Order Date:		Term:	3 Years
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Customer Information

Company:	Town of Sand Lake					RFQ:	2169805219
Address:	8428 MILLER HILL RD		Bldg/Flr/Ste:			Main Contact:	
City:	AVERILL PARK	State:	NY	Zip Code:	12018	Contact Cell:	
Contact Email:			Contact Phone:			New Account/Sub-Account	
Primary Account Name:			Bill to Account #:	377442	Existing		
Billing Address: (if different from above)	PO Box 273, Sand Lake, NY, 12153						

Service Agreement

8428 MILLER HILL RD, AVERILL PARK, NY 12018

Voice Services	QTY	Unit Price	Monthly
See attached Renewal for all locations, services and pricing.	1	\$377.57	\$377.57
Site Total	Monthly	\$377.57	One-Time \$0.00
Order Total	Monthly	\$377.57	One-Time \$0.00

Special Instructions:

See attached Renewal for all locations, services and pricing.



Terms and Conditions of Customer Enrollment

The Terms and Conditions set forth in this Customer Enrollment Agreement and/or set forth in the URL(s) below govern any services the company or organization identified as "Customer" in the above table may order from Spectrotel. By signing this Agreement below, Customer accepts the services with the terms and conditions, rates, charges and term commitment set forth herein and the Customer agrees to be bound by them. In particular, the Master Services Agreement Terms and Conditions ("MSA") and Service Agreements govern all such services, which are incorporated herein by reference and have been reviewed and understood by the Customer. If at the time of purchase of services, Customer already has an MSA in place with Spectrotel, then such existing MSA remains in effect unless Customer and Spectrotel otherwise agree in writing. If Customer does not already have an MSA in place with Spectrotel, the MSA URL below will govern any services Customer may order from Spectrotel. In addition, the E911 Notification and Acknowledgement applies to VOIP services. "Spectrotel" refers to Spectrotel Holding Company LLC, acting on behalf of the Spectrotel operating telephone companies (Spectrotel Operating Companies: Spectrotel Holding Company, LLC; Spectrotel, Inc.; Spectrotel of Alabama, LLC; Spectrotel of California, LLC; Spectrotel of Canada, LLC; Spectrotel of Florida, LLC; Spectrotel of Illinois, LLC; Spectrotel of Maryland, LLC; Spectrotel of New England, LLC; Spectrotel of New Jersey, LLC; Spectrotel of New York, LLC; Spectrotel of Pennsylvania, LLC; Spectrotel of Texas, LLC; Spectrotel of the East, LLC; Spectrotel of the Midwest, LLC; Spectrotel of the South, LLC; Spectrotel of the West, LLC; Spectrotel of Virginia, LLC; and Razgate Financial LLC. Please print or download and retain copies of all applicable terms and conditions.

TO ACCESS AND ACTIVATE THE LINKS BELOW, PLEASE DOWNLOAD THIS DOCUMENT FROM DOCUSIGN.

By initialing here, you acknowledge you have accessed, reviewed and accept the Terms and Conditions as provided in any and all links shown below.

Service-Specific Terms and Conditions:

Voice Services:

https://www.spectrotel.com/terms/voice/Spectrotel_Voice_Services_Terms_and_Conditions_v2_03052024_MS.pdf

Internet Over Anything:

https://www.spectrotel.com/terms/IOA/Spectrotel_IOA_Terms_and_Conditions_v55_07292024_MS.pdf

The signatory represents and warrants his or her authority to execute, deliver and perform this Spectrotel Customer Enrollment Agreement and accepts all Terms and Conditions of this enrollment on behalf of the Customer named herein. Spectrotel shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between Spectrotel and the Customer. Customer waives any right thereafter to object to the validity and enforceability of this Agreement due to an alleged lack of authority by the signatory.

Agreed to on behalf of CUSTOMER by:

Name: _____

Signature: _____

Title: _____

Date: _____



Renewal Schedule A
 Town of Sand Lake NY
 12/19/2024
 Quote valid for 30 days

Term Length: One (3) Year

Terms & Conditions

Pricing is for a three (3) year renewal for services on Parent Account #377442, itemized below. Renewal pricing is valid for 30 days and assumes the current level and number of services per location unless noted below. Additions, upgrades, or changes to services, features, or sites will be handled as a separate proposal and order. Spectrotel reserves the right to change the pricing for partial renewal of current services.

Parent Customer ID	Customer ID	Service Name	Service Addr1	Service Addr2	Service City	Service State	Service Zip	Line	LineType	Carrier	Product	Quantity	Product Status	3YT Renewal Rate per Item	3YT Renewal TOTAL Rate
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	377442	Account Level Services	Account Service	Account Maintenance Fee (AMF)	1	ACTIVE	\$ 7.56	\$ 7.56
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186740441	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Enhanced Voice	1	ACTIVE	\$ 21.70	\$ 21.70
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186740441	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Network Interface Fee	1	ACTIVE	\$ 16.16	\$ 16.16
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186741064	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Enhanced Voice	1	ACTIVE	\$ 21.70	\$ 21.70
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186741064	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Network Interface Fee	1	ACTIVE	\$ 16.16	\$ 16.16
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186742133	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Enhanced Voice	1	ACTIVE	\$ 21.70	\$ 21.70
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186742133	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Network Interface Fee	1	ACTIVE	\$ 16.16	\$ 16.16
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186742528	SIP Line	SkySwitch fka Core Dial	Caller ID with Name Lookup (per Line/Trunk)	8	ACTIVE	\$ 1.00	\$ 8.00
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186742528	SIP Line	SkySwitch fka Core Dial	E911 (per location)	1	ACTIVE	\$ 3.00	\$ 3.00
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186742528	SIP Line	SkySwitch fka Core Dial	SIP Line (Analog) - UNL Local	8	ACTIVE	\$ 14.95	\$ 119.60
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186743243	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Enhanced Voice	1	ACTIVE	\$ 21.70	\$ 21.70
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186743243	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Network Interface Fee	1	ACTIVE	\$ 16.16	\$ 16.16
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186745066	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Enhanced Voice	1	ACTIVE	\$ 21.70	\$ 21.70
377442	377442	Town of Sand Lake NY	8428 Miller Hill Rd		Averill Park	NY	12018	5186745066	POBB (Pots Over Broadband)	Spectrum - CHARTER - TW - BH - COAX VAR	Network Interface Fee	1	ACTIVE	\$ 16.16	\$ 16.16
377442	377443	Town of Sand Lake NY	25 Springer RD	FLR 1	West Sand Lake	NY	12196	5186748171	POTS - Local/Regional/LD	Verizon East	Business Line - Zone 2	1	ACTIVE	\$ 24.20	\$ 24.20
377442	377443	Town of Sand Lake NY	25 Springer RD	FLR 1	West Sand Lake	NY	12196	5186748171	POTS - Local/Regional/LD	Verizon East	Carrier Cost Recovery (CCRS)	1	ACTIVE	\$ 3.50	\$ 3.50
377442	377443	Town of Sand Lake NY	25 Springer RD	FLR 1	West Sand Lake	NY	12196	5186748171	POTS - Local/Regional/LD	Verizon East	Copper Plant Maintenance Fee	1	ACTIVE	\$ 8.25	\$ 8.25
377442	377443	Town of Sand Lake NY	25 Springer RD	FLR 1	West Sand Lake	NY	12196	5186748171	POTS - Local/Regional/LD	Verizon East	End User Common Line	1	ACTIVE	\$ 10.38	\$ 10.38
377442	377443	Town of Sand Lake NY	25 Springer RD	FLR 1	West Sand Lake	NY	12196	5186748171	POTS - Local/Regional/LD	Verizon East	LCF Line Charge - Business	1	ACTIVE	\$ 0.35	\$ 0.35
377442	377443	Town of Sand Lake NY	25 Springer RD	FLR 1	West Sand Lake	NY	12196	5186748171	POTS - Local/Regional/LD	Verizon East	Regulatory Administrative Fee (RAF)	1	ACTIVE	\$ 3.43	\$ 3.43

\$ 377.57

Customer Signature _____
 Date _____

**SAND LAKE TOWN BOARD MEETING
January 8, 2025**

RESOLUTION #2025-01-57

Resolution Authorizing the Town Supervisor to Contract with Robert Guyer for 2025 Dog Shelter Services

	Nippes:	Y	N	A
Moved By: _____	Glasser:	Y	N	A
Seconded By: _____	Krokos:	Y	N	A
	Mason:	Y	N	A
	Clemens:	Y	N	A

WHEREAS, the Town of Sand Lake is required to provide shelter services for stray and lost dogs in accordance with New York State law; and

WHEREAS, Robert Guyer has proposed to provide dog shelter services for the Town of Sand Lake for the year 2025; and

WHEREAS, the Town Board has reviewed the proposal and determined it to be cost-effective and in the best interest of the Town; and

WHEREAS, sufficient funds have been allocated in the Town’s budget to cover this expenditure;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes the Town Supervisor to contract with Robert Guyer for dog shelter services for the year 2025; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute any necessary documents to facilitate this contract on behalf of the Town

Dog Sheltering Agreement between Robert Guyer and the Town of Sand Lake

THIS AGREEMENT, (hereinafter, "AGREEMENT") effective January 1, 2024 to December 31, 2024 between the Town of Sand Lake, a municipal corporation in the County of Rensselaer, State of New York, hereinafter "Town" and Robert Guyer, hereinafter "Guyer" with its principal place of business in the Town of Sand Lake, County of Rensselaer and the State of New York.

WITNESSETH

WHEREAS, the Town has the obligation to maintain a municipal dog shelter and to seize and ensure the proper disposition of dogs pursuant to New York State Agriculture and Markets Law, hereinafter "Law", Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered pursuant to the regulations promulgated by the New York State Department of Agriculture & Markets and contained at 1 NYCRR Part 77, and the Town desires to obtain the services of Guyer to perform such services as required by Article 7 of the Law for the Redemption Periods and subsequent legal dispositions specified therein, and as otherwise set forth in this Agreement; and

WHEREAS, Guyer maintains a shelter for dogs and is desirous of entering into this Agreement to shelter and provide services to dogs obtained pursuant to the provisions of the Agriculture and Markets Law.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

I. INTAKE

Guyer shall operate a dog shelter as required in the Law and will make it accessible daily to the Town for the acceptance of dogs brought to his dog shelter by himself as Dog Control Officer, under the terms of this agreement.

Town Clerk and Deputy Clerk shall assist in the entry process for dogs delivered to Guyer pursuant to this Agreement during business hours only. Officers of the Town will be given twenty-four (24) hour access, to a designated portion of Guyer's premises for the limited purpose of bringing dogs to Guyer's overnight kennels.

The Town acknowledges that the premises to be utilized for shelter services are in good order and good repair, and in a safe, clean and usable condition for its intended purposes as a municipal shelter and in compliance with 1 NYCRR, Part 77 and other applicable state and local laws and ordinances. All responsibility for maintaining the premises in good order and good repair and in a safe, clean and usable condition is and shall hereafter remain that of Guyer.

a. ILL AND/OR INJURED DOGS

The Town agrees that all dogs suffering from illness or injury will be treated by a licensed veterinarian at the Town's expense before being brought to Guyer for sheltering. Other than prophylactic care, if veterinary care is required during

the Redemption Period or during any court mandated holding period or a differing holding period of any length of time which may be required or imposed by a Court or by the Town due to pending legal proceedings involving the dogs so sheltered, Guyer will bill the Town for the cost of the service. The Town shall be responsible for all associated medical costs and, if deemed necessary, transportation and special handling of dangerous dogs to an outside veterinarian for treatment during any period of holding or sheltering. Guyer shall have sole discretion in determining the need for veterinary care and which dog(s) are considered dangerous under this provision requiring transport and/or special handling by the Town.

b. STRAY AND "AT LARGE" DOGS

Guyer shall provide and maintain a municipal shelter for dogs seized under Section 117 of the Law and local Town laws or ordinances, as well as stray or at large dogs brought to Guyer by Officers and residents of the Town. Guyer will properly care for all dogs in its care, and shall make available for adoption, transfer, or shall humanely euthanize seized dogs and cats not redeemed as provided for in the Law and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

The redemption period for an owner of identified dogs (those bearing a municipal license tag or a registered microchip) is seven (7) days if notice is provided to the identified owner in person or nine (9) days if served upon the identified owner by mail all as required by the Law. The redemption period is five (5) days for dogs not bearing a municipal license tag or registered microchip (unidentified). The redemption period for cats with no identified owner is three (3) days and five (5) days if it is an identified cat (those bearing a tag, collar, or microchip identifying the owner). The first day of the redemption period for such seized dogs begins at 12:00 am on the day after the dog is seized. The time periods referenced herein are collectively referred to herein as the "Redemption Period".

The Town agrees that promptly upon seizure, the seizing officer shall examine the seized dog for all forms of identification, including but not limited to, tags, microchips, tattoos, or licenses, and notify any identified owner that their dog has been seized, the location of impoundment, and how many days they have to redeem the dog, pursuant to the Law. The seizing officer shall notify Guyer of the method of notification and the date which notification was given or served pursuant to the Law.

Each calendar day of the stray hold will be billed to the Town according to the fee schedule in section IV below.

c. COURT ORDERED HOLDS ON DANGEROUS DOGS

Guyer shall provide and maintain shelter for any dog alleged to be or deemed dangerous by a Town justice or other Court of appropriate jurisdiction and taken into custody by an agent of the Town under a valid Court Order, any provision of Article 7 of the Agriculture and Markets Laws, Section 123 or any equivalent local Town ordinance. Guyer shall properly care for such dog(s), including but not limited to the services described in I(a) herein, until the dog is removed from Guyer's premises by an agent of the Town, its owner pursuant to Court Order, or otherwise disposed of by the Court having jurisdiction over the matter.

Any Court Order regarding the seizure and holding of any dog shall be in writing and a copy delivered to Guyer for his records within twenty-four (24) hours of such order. The Town acknowledges and agrees that without a Court Order, Guyer does not have the legal right to hold a dog against an owner's wishes; if an owner wishes to redeem said dog during the Redemption Period, Guyer must comply with the owner's request to redeem under the Law. No dog ordered held will be euthanized without a duly executed Court Order for euthanasia and until any time for an appeal of such order has run, or without written consent of the owner. Each calendar day of the Court Ordered hold will be billed to the Town according to the fee schedule in section IV below.

d. RABIES CONFINEMENT

Guyer shall also provide and maintain shelter for any dog suspected of rabies when ordered to do so by any health officer of the Town or Health Officer for the County in which the Town is located for such a period as directed by said Health Officer, but in no event shall Guyer keep such dog(s) in its custody any more than ten (10) calendar days as provided by the New York State Public Health Law (the "Hold Period"). At the end of the Hold Period the dog is eligible to be reclaimed by its owner. Should the owner not reclaim the dog at the conclusion of the Hold Period, it shall be the obligation of the Town to comply with the requirements of the Law regarding redemption notification as set forth in I(b) above, and Guyer shall hold such dog for the applicable redemption period.

Each calendar day of the rabies confinement and subsequent redemption period will be billed to the Town according to the fee schedule in section IV below.

e. DOG CRUELTY SHELTERING

Guyer shall not be required to shelter dog, or other dog which was seized by the Town due to allegations of abuse or neglect. In order for Bob Guyer to consider accepting such dog(s) into its shelter, Guyer requires that the Town provide a complete and accurate disclosure to Guyer including but not limited to: full and accurate conditions in which the dog was found; the reactions/actions of the dog

during its seizure; the bite/ attack history of the dog, if known; prior reports regarding the dog; and prior dangerous dog determinations regarding the dog. Guyer shall have the sole discretion in determining whether to accept such alleged neglected and/or abused dog(s) into its shelter.

In any and all such cases where Guyer agrees to shelter, feed and water the seized allegedly abused or neglected dog(s), the Town shall reimburse Guyer on a monthly, per dog basis commencing with the first day of confinement until the dog is returned to its owner(s) by operation of law, surrendered to the shelter by the owner or otherwise disposed of pursuant to a duly executed Court Order. With respect to applicable Court Orders, or other legal proceedings pertaining to the seizure of alleged neglected and/or abused dogs, Guyer shall have access to any and all Court Orders and charging instruments, supporting depositions and other papers which authorize the seizure and provide information about the dog(s) seized. This information must be received prior to any subsequent agreement by Guyer to shelter and maintain the dog(s). Guyer shall keep any such Court documents, orders and other written materials regarding the dog confidential and shall not post such dogs for adoption on social media or otherwise until the dog(s) are surrendered to Guyer by the owner, operation of law or Court Order.

Unless a prior written agreement is made concerning any applicable security bond posting, the Town shall have the responsibility and shall bear the expense to seek a security bond posting pursuant to §373 of the Law. The Town shall advise Bob Guyer as to the status of the security bond posting during the pendency of such a proceeding and shall advise Guyer when a judicial determination is made with regards to such bond and shall promptly provide Guyer a copy of such Court Order. Guyer agrees to cooperate with the Municipality in the submission of required documentation, affidavits and, if necessary supporting testimony should the same be required as part of the bond application, or in support of the Town 's request for restitution., Guyer will be paid for all services related to housing and caring for the dogs by the Town. Any bond or restitution granted shall be the property of the Town, provided that payment in full for services rendered to the Town has been made.

Each calendar day of the Court Ordered hold will be billed to the Town according to the fee schedule in section IV below.

f. TEMPORARILY DISPLACED DOGS

Guyer shall not be required to shelter any dog seized by the Town or otherwise delivered to Guyer by a resident of the Town due to temporary displacement of such dog's owner(s) due to a fire at owner's dwelling, hospitalization of owner, incarceration of owner, displacement of owner or removal of a dog from a dwelling due to code violations or any other temporary condition. Bob Guyer shall accept a dog from the resident of the

Town only upon a duly executed Dog Surrender Agreement, the form of which is annexed hereto as Exhibit "A".

II. DISPOSITION

a. REDEMPTION BY OWNER

- i. Guyer shall permit redemption of seized, stray or at large dogs to the lawful owners, as evidenced by a current, valid municipal license, directly from Guyer's in East Greenbush, New York, during the redemption period required by Law. The Town shall provide the owner with proof of compliance of licensure and payment of all relevant fees, and the owner of the dog shall present said proof to Guyer.

All impoundment fees imposed by the Town will be paid to, and licenses shall be issued by, the Town directly to the dog's owner(s) at the Town clerk's office. All impoundment, redemption, and license fees for the hold period mandated by Law shall be paid directly to and shall remain the funds of the Town. Guyer shall not accept any such impoundment, redemption, and license fees from Municipal residents.

The Town shall not imply verbally or state in writing that the fees they choose to charge are set by Guyer, or are Bob Guyer mandated boarding fees. At all times any fees for impoundment, redemption, and licensure are the set by, collected by, and property of the Town, pursuant to Law and this Agreement.

- ii. Guyer will permit redemption of dogs released to their owners pursuant to a duly executed and delivered Order of the Court, as provided by an agent or officer of the Town to Guyer during Guyer's normal operating hours.

b. DISPOSITION BY ADOPTION OR EUTHANASIA

- i. Immediately upon conclusion of the Redemption Period, legal ownership of unredeemed pets will be transferred from the Town to Guyer. The seizing officer will record this transfer of ownership as the pet's disposition in their legally required seizure and disposition report.
- ii. Guyer shall have sole discretion in determining whether dogs transferred to its ownership at the expiration of the Redemption Period, by duly executed Dog Surrender Agreement, or by operation of law, are to be placed for adoption through Guyer, transferred to another facility for adoption, or humanely euthanized.
- iii. Guyer expressly reserves the right to refuse to perform any euthanasia on any dog for any reason, in Guyer's sole discretion.

III. RECORD KEEPING

- a. Upon delivery of dogs to Guyer, the Town shall complete any and all intake forms required by Law, as well as those provided by Guyer at the time the dogs are brought to Guyer for each dog. Information which may be required to be provided to Bob Guyer includes but is not limited to: reason for seizure, Redemption Period or Holding Period required by Law, and the time, date, and method of Municipal notification to owner as required by the Law.
- b. Guyer shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets, 1 NYCRR Part 78 as well as any record required by local statute or ordinance.
- c. Guyer's records relative to the dispositions of any dogs seized by the Town shall be available for inspection by the Municipality at the regular times at which Guyer's offices are normally open to the public. In addition, representatives or inspectors from the New York State Department of Agriculture and Markets, shall have the right at all reasonable times during the term of the Agreement and any renewal to enter the premises for the purpose of inspecting same and verifying the proper providing of shelter services and records relating thereto as provided hereunder and required by the Law.

IV. FEES FOR SERVICES

- a. Fees are accrued on a calendar day basis and are not pro-rated for partial days. Fees are accrued beginning on the first day of confinement and continue to accrue until the dog is returned to its owner(s) or becomes property of Guyer by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order.

The Town is responsible for providing Guyer with any duly executed Court Order ending a Court Ordered hold and will continue to accrue fees until such Court Order is provided to Guyer by an agent or officer of the Municipality.

- b. The Town agrees to pay Guyer for sheltering and other services rendered under this agreement. The following are the fees that will be charged to the Municipality:
 - ii. Dogs, excluding Dog Cruelty Sheltering: \$70.00 per dog the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the dog is returned to its owner(s)

or becomes property of Guyer by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes public posting of stray pets on Guyer's website, health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

111. Dog Cruelty Sheltering:

1. Dogs: \$250 per dog for the first day of confinement and \$70.00 per dog per day commencing on the second day of confinement and until the dog is returned to its owner(s) or becomes property of Guyer by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The fee includes forensic examination and photography, protective custody, continuous health and temperament assessment, prophylactic medical treatment and testing, vaccinations, deworming and flea treatment, daily feeding, cleaning, monitoring, behavioral enrichment, and disposition.

2. If necropsy is required by Federal, State or Local Law Enforcement, Court Order or District Attorney's Office (collectively "Law Enforcement"), the cost of the necropsy and any other requested testing shall be billed separately and shall be the responsibility of the Municipality or the Law Enforcement agency requesting such necropsy or testing.

viii. Other Dogs without Prior Authorization: If the Municipality does not obtain prior authorization from Guyer to house a dog, Guyer will bill the Municipality \$100 per dog, per day, commencing on the first day of confinement and until the dog is returned to its owner(s) or becomes property of Guyer by operation of law, is surrendered to the shelter by the owner, or is otherwise disposed of pursuant to a duly executed Court Order. The Municipality will be billed separately for any specialized housing or veterinary services Guyer deems necessary to humanely care for the unauthorized dog.

- c. All fees for services and sheltering rendered under this Agreement shall be paid to Guyer on a Net 30 basis. Bob Guyer shall invoice the Town on a monthly basis.
- d. Failure of the Town to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the Agreement, and

notification to the Commissioner of Agriculture and Markets of the Municipality's violation of Article 7 of the Agriculture and Markets Law.

V. MISCELLANEOUS PROVISIONS

a. NOTICE

1. Any notice required or otherwise given pursuant to this Agreement shall be in writing and either delivered or mailed, as follows: if to Guyer, via hand delivery to a person of suitable age or discretion at the premises, or via certified mail, return receipt requested to _____; and if to the Municipality, via hand delivery to the Office of the Town's Clerk, or via certified mail, return receipt requested, to the Town's Clerk at the publicly posted mailing address for the Town. Each party to this Agreement shall immediately notify the other in writing of any such change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

b. EFFECTIVE DATE

1. This Agreement shall become effective on January 1, 2024 and shall continue in effect until December 31, 2024. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. Notwithstanding the prior terms hereof, Guyer, reserves the right, on thirty (30) days written notice, to terminate this Agreement without further responsibility on its part in the event that the Town adopts any local law or ordinance or an elected official, Officer, agent, employee or Court of such Municipality issues any directive which requires the Guyer to perform any act inconsistent with his humane principles.

c. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. Any dispute over this agreement shall be venued in a Court of competent jurisdiction in Rensselaer County, New York.

d. SEVERABILITY

1. Both town and Bob Guyer can cancel any time with or without reason.

e. INDEMNIFICATION

1. The parties have agreed to allocate risk as hereinafter set forth. To the fullest extent permitted by law, the Town shall defend, indemnify and hold Guyer, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'

fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Town, its officers, agents or employees.

ii. To the fullest extent permitted by law, Bob Guyer shall defend, indemnify and hold the Municipality, its board, trustees, councilmembers, officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Bob Guyer, its officers, agents or employees.

f. ENTIRE AGREEMENT

ii. This Agreement shall constitute the entire agreement between the parties hereto. Any prior agreement, understanding or representation of any kind, written or oral, preceding the date of the execution of this Agreement is hereby superseded. This Agreement may be modified only in a writing executed by both parties.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this agreement.

Stephen Clemens – Supervisor

Robert Guyer – Dog Control Officer

**SAND LAKE TOWN BOARD MEETING
January 8, 2025**

RESOLUTION #2025-01-58

Resolution Authorizing the Town Supervisor to Contract with Sand Lake Ambulance for Ambulance Services

	Nippes:	Y	N	A
Moved By: _____	Glasser:	Y	N	A
Seconded By: _____	Krokos:	Y	N	A
	Mason:	Y	N	A
	Clemens:	Y	N	A

WHEREAS, the Town of Sand Lake requires ambulance services to ensure the health and safety of its residents; and

WHEREAS, Sand Lake Ambulance has proposed to provide these services under a contract ending December 31, 2025, in an amount not to exceed \$391,248; and

WHEREAS, the Town Board has reviewed the proposal and determined it to be cost-effective and in the best interest of the Town; and

WHEREAS, sufficient funds have been allocated in the Town’s budget to cover this expenditure;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Sand Lake hereby authorizes the Town Supervisor to contract with Sand Lake Ambulance for ambulance services under a contract ending December 31, 2025, in an amount not to exceed \$391,248; and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute any necessary documents to facilitate this contract on behalf of the Town; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

[Title]

2024 AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2025 by and between the Town of Sand Lake, a municipal corporation situated in the County of Rensselaer, State of New York (hereinafter “Town”), and Sand Lake Ambulance, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Town of Sand Lake, County of Rensselaer, State of New York, (hereinafter “Ambulance”).

WITNESSETH

WHEREAS, Ambulance is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and for the purpose of operating, conducting, and maintaining an ambulance service to serve the persons in the Town of Sand Lake, including the area within the Town’s boundaries; and

WHEREAS, in order to meet the cost of providing emergency medical services, it is necessary for Ambulance to receive payments from the Town, as well as other user fees, contributions and donations; and

WHEREAS, the Town has previously contracted with Ambulance for services and both parties are desirous of continuing said contract on a yearly basis; and

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

WHEREAS, the Board of the Town duly adopted a resolution authorizing a renewal of an Agreement with Ambulance for the provision of emergency ambulance service to and for the Town upon the Terms and provisions herein set forth.

NOW THEREFORE, the Town does hereby engage Ambulance to furnish general and emergency ambulance services to and for the Town and Ambulance hereby agrees to furnish such services in the manner following. In consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES AND ADVANCED LIFE SUPPORT FIRST RESPONDER SERVICES

(a) Ambulance will provide Town a staffed ambulance which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical transportation need of persons within the boundaries of Town. Ambulance represents that it holds operating authority under a Certificate of Need to provide ambulance services throughout the Town of Sand Lake.

(b) Upon rare occasion, and at the sole discretion of Ambulance, Ambulance will provide non emergency ambulance services to residents of the Town.

(c) Ambulance shall be required to provide basic life support services and advanced life support first responder services only to the extent permitted by New York State protocol and as limited by regional protocol or the determination of Ambulance's medical director.

(d) Provision of equipment, services and transportation shall be to the extent reasonable and possible based upon Ambulance's available resources and personnel.

(e) Ambulance recognizes that a substantial portion of the Town's payment under this Agreement is to enable Ambulance to hire emergency medical technicians and/or Paramedic Services to staff an emergency medical service and advanced life support first responder service on a 24-hour basis. Consistent with Ambulance's Mutual Aid Response Policy, Ambulance may respond outside the boundaries of the Town for Mutual Aid calls only to the extent that such Mutual Aid Response Policy provides for a reciprocal level of service within the boundaries of the Town; provided, however, that nothing in this agreement obligates Ambulance to respond to any request for Mutual Aid and nothing herein authorizes or requires Ambulance to act in excess of the authority provided by its Certificate of Need, Section 122-b of the General Municipal Law or any joint agreement with any other municipality or the County of Rensselaer. As used herein, Mutual Aid shall refer to arrangements with municipal and other entities for a reciprocal level of service and no portion of any payment

(f) Subject to the provisions of the foregoing paragraph, Ambulance shall respond to direct calls or those referred by any emergency medical services agency and shall transport any sick or injured persons within the boundaries of the Town of Sand Lake, or otherwise under Mutual Aid needing emergency care, to an appropriate health care facility as determined by EMS personnel on the scene. This provision shall not be construed to limit or enlarge the Primary Operating Territory, as specified in the Ambulance Service Certificate or otherwise limit or enlarge operations pursuant to a Mutual Aid agreement, in response to a disaster management situation or pursuant to temporary approval by the New York State Department of Health.

(g) Ambulance agrees to provide training and continuing education of its membership, including such certification and recertification as may be required by law. Ambulance further agrees to keep in force its Ambulance Service Certificate, and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and the State Emergency Medical Service Code.

2. TERM

The term of this Agreement shall commence on **January 1, 2025** and shall continue until **December 31, 2025** unless sooner terminated as herein provided. This contract shall then be renewable prior to **December 31, 2025** by mutual agreement of the parties.

3. COMPENSATION

Town shall pay Ambulance a Total Amount of **\$391,248.00** for service in the calendar year 2024. Said payment shall be made to Ambulance on or before March 31, 2024.

4. HOLD HARMLESS AGREEMENT FOR FAILURE TO PROVIDE SERVICES

(a) Town 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.

(b) In the event an action is commenced or a claim is made against Town, Town agrees to hold Ambulance harmless for Ambulance's failure to provide an ambulance, an additional ambulance, basic life support, or qualified or additional personnel to persons within Town's boundaries, so long as no ambulance or qualified personnel were available at Ambulance's facility.

(c) Should Ambulance be occupied providing emergency medical services or rescue services within or without the boundaries to the Town, Town agrees to hold Ambulance harmless for any costs, attorney's fees, awards, damages or liabilities Ambulance incurs and/or suffers as a result of failing to provide services to additional persons within the Town's boundaries.

(d) Nothing herein requires Town to indemnify Ambulance for any negligence in providing any services.

(e) Ambulance agrees that if in the event of it being sued and subsequently the Town being brought into the action, that the Ambulance shall be responsible for any and all attorneys fees or costs of the action and shall indemnify any costs, sanctions or damages as are assessed against the Town for any damages awarded to a complainant.

5. INSURANCE

Ambulance agrees to maintain, at its own expense, liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of one million dollars (\$1,000,000.00) for each occurrence, and in the amount of two million dollars (\$2,000,000.00) in the aggregate.

Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency or ambulance vehicles for at least five hundred thousand dollars (\$500,000.00). Such policy(s) shall also insure and protect the Town against claims, actions, liabilities and damages to members of the general public or property as a result of the use or operation of any emergency or personal vehicle used to respond in performance of one's duty as a volunteer or employee of Ambulance. Ambulance shall seek to have the Town named as an additional insured in the insurance policy.

Ambulance shall present a certificate of insurance for such insurance policies to Town for review within ten (10) days from execution of this agreement. Upon notification by Town to Ambulance of any lack of compliance with this paragraph, Ambulance shall have thirty (30) days to remedy such non-compliance or to otherwise provide Town with proof of Ambulance's inability to obtain such insurance.

6. **BILLING**

Town recognizes that Ambulance bills patients for services and transportation it renders, pursuant to the attached fee schedule. Nothing herein shall require Ambulance to waive any co-payments or deductibles. Ambulance reserves the right to initiate legal action against any person who does not tender payment for Ambulance's services without interference from Town.

7. **FINANCIAL REPORTING**

Ambulance shall submit to the Town Supervisor by October 1 of each year its financial statements for the previous calendar year, prepared in accordance with Generally Accepted Accounting Principles and reviewed by an independent Certified Public Accountant, together with an estimate of the following year's revenues and expenses and proposed fees and a request for the amounts of compensation to be provided in Section 3 of this Agreement.

8. **NO EMPLOYMENT**

Ambulance's employees shall not be deemed employees of the Town.

Nothing herein creates an employment relationship which subjects Ambulance or its employees to the supervision and control of the Town nor creates municipal liability on behalf of the Town.

It is hereby mutually covenanted and agreed that the relation of Ambulance to the Town of Sand Lake under this agreement shall be that of an independent contractor. Town assumes no responsibility or liability for any damages to the vehicles, apparatus, equipment, supplies or persons of Ambulance for any injuries or damage caused by any act or omission of the volunteers or employees of Ambulance.

9. **CONFIDENTIALITY**

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. The Town will not require Ambulance to release any patient's medical information without a proper judicial subpoena as required by New York State Law.

10. **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 year to year basis as set forth in this Agreement unless and until the parties enter into a subsequent written Agreement. Town must notify Ambulance of its intention to renew the Agreement at least thirty (30) days before the expiration of the Agreement, and must do so in writing. Ambulance must provide notice of acceptance to Town within twenty (20) days of receiving written notice from the Town. Ambulance's response may include an amendment of terms.

Should any term be changed other than the date or length of the Agreement, Ambulance's response shall be deemed a counter-offer and not an agreement to continue service. Should negotiations be on-going, the parties shall continue to provide service for a "reasonable time to continue negotiations in good faith, even if such time is beyond the Agreement's expiration date.

Should Town desire to cancel the Agreement, Town must provide Ambulance written notice at least thirty (30) days before the expiration of the Agreement. The town is under no obligation to renew the term of said contract with Ambulance. If the Ambulance wishes to terminate the agreement, they shall also provide written notice at least thirty (30) days prior to the expiration of the agreement to the Town Supervisor with a copy to the Town Attorney.

11. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of this 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. Town agrees to defend, indemnify and hold Ambulance harmless for any claim arising from Ambulance's failure to provide any services to any person within the Town's boundaries after this Agreement expires or terminates.

Upon termination of this agreement prior to the expiration of its term, the parties shall determine the amounts owed for the period during which the Agreement was in force and shall pay any unearned or unpaid amounts by apportioning the Flat Fee based upon the number of days which have elapsed in a 365-day year prior to termination of service. Ambulance shall pay to Town any surplus of user fees received or to be received by reason of services provided prior to the termination date which exceed the Revenue from User Fees as likewise apportioned.

12. GROUNDS FOR TERMINATION

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

- (a) upon the passage of 90 days after receipt of written notice that either of the parties does not desire to continue the contract;
- (b) upon the Town's failure to deliver monies due Ambulance under this Agreement within seven days after receipt of written notice from Ambulance that Town has failed to make payment by the date due;
- (c) upon Ambulance's failure within seven days after receipt of written notice from Town that Ambulance has failed to provide financial statements on a quarterly basis or as duly requested by Town;
- (d) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need, the loss of operating permits or licenses, or the cessation of its corporate existence;

13. NOTICES

All notices, requests, demands and other communications require 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.

14. 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.

15. 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 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 others and the words “hereof” and “herein” and “hereafter” shall refer to the entire Agreement and not to any provision or sections.

16. HEADINGS

All headings and captions on 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.

17. 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.

18. BINDING EFFECT

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

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Rensselaer 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.

20. NO ASSIGNMENTS

In accordance with the provisions of section 109 of the General Municipal Law, Ambulance is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town of Sand Lake.

21. GENDER NEUTRALITY

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular, 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 sections.

22. 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 Sand Lake
By:

Sand Lake Ambulance, Inc.
By:

Stephen Clemens, Supervisor

Authorized Representative

Appendix A

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

BLS \$1300

ALS 1 \$1872

ALS 2 \$2600

RMA/Lift Assists \$104

Vehicle RMA \$1300

Mileage Rate \$31.20/mile

**SAND LAKE TOWN BOARD MEETING
January 8, 2025**

RESOLUTION #2025-01-59

Budget Transfers/Amendments

Moved By: _____ Seconded By: _____	Nippes: Y N A Glasser: Y N A Krokos: Y N A Mason: Y N A Clemens: Y N A
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Be It Resolved the following transfers are made to the 2025 Budget:

From	To	Amount
A 9060.8 Hospital Insurance	A 1110.1 Town Justice Personal	\$1,200.00
A 9060.8 Hospital Insurance	A 1315.1 Comptroller Personal	\$1,500.00
A 9060.8 Hospital Insurance	A 1410.1 Town Clerk Personal	\$1,000.00

Budget Amendments

None at this time.