

Regular Meeting

Regular Meeting called to order by Mayor Marshall at 6:15 pm

Attendance: Mayor Marshall, Trustee Ladd, Trustee Foster, Clerk Tiffany, Rex Vosburg, Sandy Wilcox, Calvin Wallingford, Dan Degear

Absent: Aaron Pforter, Walt Cook

Accept/Approve January 2025, Minutes, motion Trustee Foster by Trustee Ladd, all approved.

Accept/Approve January 2025, Treasurers report, motion by Trustee Ladd, Second by Trustee Foster all in favor and carried.

Old Business - On Hold:

Water Rules regulations update – Aaron & Mayor to review.

Solar and Wind Zoning Law –

Labor Contract with Town of DeRuyter – Mayor to meet with Town Supervisor-Mayor Marshall to meet with town Supervisor Rex Vosburg.

Fire Protection Contract – Contract up 2025, Budget time.

New Business

Discussion items

Highway- Walt Cook No report from Walt. Mayor Marshall stated they are plowing snow, moving snowbank possible later this week early next. Rex Vosburg Town Supervisor stated that they calmed a state of emergency, due to salt shortage. A little bit of flooding on Route 13 due to rain and snow. The State and town guys worked quickly to resolve the issue.

Water: Aaron Pforter – No report

Joint Youth- Baseball information has gone out; Basketball season is ending soon.

Public Comment- Sandy Wilcox - Spring Tractor pull will be May 31, 2025.

Other:

*Madison County EMS – Travis, Rex Vosburg talked about an EMS here in DeRuyter, using the Fire House as the home base. Dan Degear talked about all the stats and what it brings to DeRuyter and surrounding areas. A one-year lease agreement has been drafted. Mayor Marshall felt that it would be a great Training experience with EMS and the Fire department volunteers, Trustee Foster felt that visibility in the community is a plus. Great things can come from this moving forward for DeRuyter and surrounding communities.

* LGRMIF – Local Government Records management improvement Fund Grants start June 30, 2025, the deadline for applications is July 31, 2025 – Mayor Marshall and Clerk Tiffany will be working on this to get files into storage or digitizes.

* March 18th, 2025, Election two petitions have been received.

*Calvin C Wallingford – Mayor

*Travis J Marshall - Mayor

BOARD ACTION ITEMS

Approve – Water Application Owen Kelley, Kelley Brothers, LLC purchased 445 NYS Route 13, FD PROPERTIES 4, LLC (Family Dollar) motion by Trustee Foster, Second by Trustee Ladd, all in favor and carried.

Approve - Appoint – Aleisha Pforter as Recreation Specialist for Basketball Season at the sum of \$1000.00. Motion by Trustee Ladd, Seconded by Trustee Foster, all in favor and carried.

Approve – Mayor Marshall to sign into a one-year contract with Madison County Emergency Management to lease the Village office/Fire house. The Ambulance Service to be station at the fire house and working out of the station 24/7. The Board of Trustees agreed to offer Madison County a monthly lease of \$700.00 to help cover utilities cost. Motion by Trustee Foster, Seconded by Trustee Ladd, all in favor and carried.

Motion to pay bills. Motion by Trustee Foster, seconded by Trustee Ladd, All approved.

- **Abst # 9 \$ 8590.75**
- **Payroll # 1-2025 \$2749.41**

Next meeting is March 19, 2025^h at 6:15 pm.

- **Motion to adjourn meeting by: Mayor Marshall** **Time: 7:01 pm**

Respectfully submitted by: Clerk Tifany

**INTERMUNICIPAL AGREEMENT FOR AMBULANCE, EMERGENCY
AND RESCUE MEDICAL SERVICES BETWEEN
MADISON COUNTY AND VILLAGE OF DERUYTER**

THIS INTERMUNICIPAL AGREEMENT entered into by the **VILLAGE OF DERUYTER**, a municipal corporation duly existing under the laws of the State of New York with an office at 1663 Cortland Street, DeRuyter, NY 13052 (hereinafter the "Village" or "Village of DeRuyter"), and **MADISON COUNTY**, a municipal corporation duly existing under the laws of the State of New York with an office at 138 N. Court Street Wampsville, NY 13163 (hereinafter the "County" or "Madison County") (each of the above are herein collectively or individually referred to as the "Parties" or "Party") being entered into on this ____ day of _____, 2025.

RECITALS

WHEREAS, the Village of DeRuyter and Madison County, along with other Madison County municipalities, have recognized an immediate and emergency need for certain ambulance, emergency and rescue services and equipment to address the needs of residents of the Village of DeRuyter, its neighboring communities and the County generally; and

WHEREAS, the Village of DeRuyter and Madison County have agreed and desire to enter into an Intermunicipal Agreement for the provision of ambulance, emergency and rescue services for the benefit of residents and taxpayers of the Village of DeRuyter and Madison County; and

WHEREAS, in advancement of these joint purposes Madison County has obtained a Certificate of Need from the State of New York to provide ambulance, emergency and rescue services in Madison County, including the Village of DeRuyter; and

WHEREAS, the Parties, pursuant to the authority contained in Article 5G of the General Municipal Law of the State of New York and in Title 1-A of the Local Finance Law, and pursuant to the authority granted generally to the Parties, wish to agree and cooperate with one another for the provision of ambulance, emergency and rescue services for the benefit of both Parties; and

WHEREAS, this Agreement sets forth the Parties' understanding of the terms and conditions pursuant to which the aforementioned purposes, responsibilities and obligations shall be accomplished; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereby mutually agree as follows:

SECTION 1. RESPONSIBILITIES AND SERVICES TO BE PROVIDED BY MADISON COUNTY

- A. Madison County shall provide 24 hour, 7 days per week, 365 days per year emergency medical ambulance services for all persons in that area of the Village covered by County's Certificate of Need (hereinafter "CON Area of Village") requiring such services, and shall provide pre-hospital emergency medical treatment and shall transport sick or injured persons found within the boundaries of the CON Area of Village to a hospital or other health care facility for treatment of such illness or injury. The County warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the service provided herein. The Village recognizes that the County has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while "unavailable." "Unavailable" shall mean such times when the ambulance is responding to another call for service, when staffing is not available, when the ambulance is being cleaned or restocked, or at such times as the ambulance is being routinely serviced and is "unavailable" for a temporary short period of time during such routine service.
- B. As set forth in Section 2, the Village shall provide the County with a suitable EMS station which includes a heated garage space for ambulance vehicles and equipment and staff quarters. Regarding the facility, the County shall be responsible for the following:
- Furnishing of bedroom spaces and any other space utilized by the County.
 - Cleaning of areas in the station utilized by the County and common areas.
 - Cleaning supplies necessary for cleaning responsibilities.
 - Removal of trash (trash to be taken to the Town Highway dumpster).
- C. Billing. The County is responsible for billing the patient or the patient's applicable insurance carrier, as authorized by law, and collecting any fees or charges associated with its provision of services rendered hereunder. The Village shall have no responsibility or liability whatsoever with respect to payment, billing or collection for the services provided by the County.

SECTION 2. RESPONSIBILITIES OF THE VILLAGE OF DERUYTER

- A. In exchange for the services provided to the Village by the County as set forth in Section 1 above, the Village shall lease the County space within the DeRuyter Fire Department building where an ambulance/equipment and personnel will be housed and operated from. The facility shall contain:
- Temperature controlled garage space suitable for one ambulance vehicle
 - Suitable toilet and shower facilities
 - Suitable bedroom space for the ambulance personnel
 - Suitable space for supply cabinets
 - Suitable parking space for staff's personal vehicles while on shift
 - Use of kitchen/cooking equipment
- B. The Village shall be responsible for utility costs, to include electricity, natural gas, water, and internet.
- C. The Village shall provide maintenance and repairs of the indoors and outdoors of the facility.
- D. The Village shall provide door access for MC EMS personnel and one garage door remote opener to the County.

- E. The Village shall allow the County to add signage to the building necessary for the County to remain within compliance of all applicable laws related to providing Emergency Medical Services. Any signage must be approved by the Village of DeRuyter prior to placement.

SECTION 3. COMPENSATION

The County hereby agrees to pay the Village a sum equal to seven hundred dollars (\$700.00) per month for the term of this contract for a total of eight thousand, four hundred dollars (\$8,400.00).

SECTION 4. INDEMNIFICATION

Regarding the operations and responsibilities under this Agreement, the Village of DeRuyter further covenants and agrees to indemnify, defend and hold harmless Madison County, their officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Village of DeRuyter, its members, employees or agents in connection with this Agreement. For purposes of this agreement, the term "agents" shall also include any volunteers under the supervision of the Village of DeRuyter.

Regarding the operations and responsibilities under this Agreement, Madison County further covenants and agrees to indemnify, defend and hold harmless the Village of DeRuyter, their members, officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the County, its employees or agents in connection with this Agreement. For purposes of this agreement, the term "agents" shall also include any volunteers under the supervision of Madison County.

SECTION 5. INSURANCE

- A. The Parties shall each maintain liability insurance covering its respective activities under this Agreement. The Parties shall each provide and maintain appropriate insurance for the protection and benefit of each Party as set forth herein.
- B. The Village agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The Village shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A.M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations,

independent contracts, products-completed operations, and personal and advertising injury.

- iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Worker's Compensation and Employers Liability shall be at statutory limits.
- v. Waiver of Subrogation: The Village waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.
- vi. Certificates of Insurance: Prior to the start of any work, the Village shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Village's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

C. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. Automobile Liability Insurance: with coverage limits of \$2,000,000.00 combined single limit for property damage and bodily injury for all owned, hired, borrowed and non-owned motor vehicles.
- iv. Excess Liability Insurance with coverage of \$5,000,000.00 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- v. The Village shall be included as an additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- vi. Workers Compensation and Employers Liability shall be at statutory limits.
- vii. Waiver of Subrogation: The County waives all rights against the Village, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability Automobile Liability, Umbrella Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

D. Certificates of Insurance.

Prior to the start of any activities associated with this agreement, each Party shall provide a certificate of insurance to the other Party. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement to each applicable policy. The Parties shall be entitled to a full copy of the applicable insurance policies upon request. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the applicable additional insured Party.

SECTION 6. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of the County and its personnel to the Village under this agreement shall be that of an independent contractor. The Village shall not supervise or control the method or manner of the County's provision of emergency ambulance services contemplated hereunder.

SECTION 7. RESOLUTION OF DISPUTES

Any disputes between the Parties hereto arising out of the application or interpretation of this Agreement not otherwise resolved by the Parties after a reasonable period of discussion shall be submitted to the Supreme Court, Madison County, New York and governing by the laws of the State of New York.

SECTION 8. TERM/DURATION

This Agreement shall be effective as of the date first written above with an initial term of one (1) year.

SECTION 9. AUTHORIZATION

The Parties hereto represent and warrant (1) that this Agreement has been presented to the governing bodies of each of the Parties hereto; (2) that each such governing body has approved this Agreement by the required majority vote of the governing body; and (3) that all legal steps and approvals necessary to make this Agreement binding upon such Party have been taken and that this Agreement is a valid, binding obligation of such Party. This Agreement shall not be binding on any of the Parties until all Parties have authorized and executed the same.

SECTION 10. NOTICE

All notices, demands and other communications hereunder shall be written and shall be deemed to have been duly given if delivered in person or mailed by certified mail, postage prepaid, to the address set forth below:

To Village of DeRuyter: 1663 Cortland Street

DeRuyter, NY 13052

Attn: Mayor

cc: Village Clerk

To Madison County:

138 N. Court Street

Wampsville, NY 13163

or to such other address each Party may designate by notice to the others. Notices delivered in person shall be deemed delivered on the date of delivery and notices mailed, as aforesaid, shall be deemed delivered forty-eight (48) hours after the date mailed. Rejection or other refusal to accept or inability to deliver because of a change in address of which no notice was given shall be deemed to be a receipt of the notice, request or other communication. Any notice, request or other communication required or permitted to be given by any Party may be given by such Party's legal counsel.

SECTION 11. ASSIGNMENT

No Party hereto may assign all or any part of its rights, interests or obligations hereunder without the express written consent the other Parties hereto.

SECTION 12. VALIDATION AND RELIANCE

The Parties agree to initiate, undertake and use their best efforts to complete all proceedings which are necessary effectuate this Agreement in accordance with all the applicable requirements of law and in good faith. It is understood by the Parties hereto that each Party will incur costs, expenses, liabilities and/or responsibilities in connection with the acts and proceedings required to effectuate this Agreement and that each Party is proceeding in reliance upon the Agreement of the Parties to do the same.

SECTION 13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 14. BINDING EFFECT

This Agreement shall be binding upon the Parties and their respective legal representatives, successors and assigns to the extent permitted by law.

SECTION 15. SEVERABILITY

If any provision or provisions of this Agreement shall be, for any reason, invalid, illegal or unenforceable, the remaining provisions or provisions shall nevertheless be valid, enforceable and carried into effect.

SECTION 16. WAIVER

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

SECTION 17. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire Agreement between the Parties hereto, and no statement, promise, condition, understanding, inducement or representation, which is not contained herein, shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by written agreement or amendment executed by the Parties. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By:

James J. Cunningham

Chairman, Madison County Board of Supervisors

VILLAGE OF DERUYTER

DATED: _____

By: _____

Travis Marshall

Mayor, Village of DeRuyter

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned **James J. Cunningham**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument. Notary Public, State of New York

Appointed in _____ County, NY

Commission Expires: _____

Notary Public

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, **Travis Marshall**, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of _____

Appointed in _____ County, NY

My Commission Expires: _____

Notary Public

