

# **SOUTH LINE FIRE DISTRICT NO. 10**

## **BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

Wyoming-Erie Regional  
Emergency Medical Services Council  
77 Goodell St Suite 430  
Buffalo, NY 14203

September 16th, 2024

Bryan Brauner & Council,

The South Line Fire District Board of Fire Commissioners has reviewed your feedback and recommendations for our ALS transport CON application. We have completed the appropriate corrections and enclosed them inside of the updated application. After council with a NYS DOH representative, we have determined the following positions:

- 1) Under New York State Public Health law section 3008 as well as NYSDOH Policy # 06-06, there is no reference of a "conversion of a municipal CON to a CON". We were already awarded a municipal CON for two (2) years and currently need to complete a "transition from a municipal declaration to permanent operating certificate at the end of the two year initial operating period". Our agency will always be a municipal/government ownership as we are a fire district within the Town of Cheektowaga.
- 2) Under the above references, there are no statutes or sub-sections prohibiting an agency from applying for permanent operating authority after it previously made a municipal declaration for a two (2) year period while expanding its territory simultaneously. There is undoubtedly a need for the expansion of our territory as seen in the attachments we provided in our application. Additionally, the Town of Cheektowaga sponsored an EMS study released this year that recommended having a secondary EMS service to cover our town when the contracted primary service is unable to fulfill their stated contracted requirements.
- 3) We currently don't have an adverse financial impact with the expansion of our territory or acquisition of permanent transport CON. This was included in our original narrative for this application, however, we did revise our narrative to strengthen this statement.
- 4) Our service will be complementary to the Paramedic services provided by AMR. We don't anticipate for there to be a negative financial impact for AMR due to our transport services currently being a secondary response and when AMR is unavailable/has an extended response time. Other than AMR, there are currently no other EMS transport services contracted within the Town of Cheektowaga therefore we do not expect an adverse impact of our proposed service on any existing service(s).

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Todd Roland, Chairman  
South Line Fire Dist. 10



**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**  
**1049 French Rd. Cheektowaga, N.Y. 14227**

**MEMORANDUM FOR WHOM IT MAY CONCERN**

**FROM: COMMISSIONER TODD ROLAND**

**SUBJECT: SOUTH LINE FIRE DISTRICT #10 CON APPLICATION**

1. Enclosed you will find the application for the certificate of need for the South Line Fire District #10. Should you have any questions and/or when you need to schedule the public hearing, please contact me at (716) 583-4100 or my intern Spencer Bruno at (716) 316-5564.

**Sincerely,**

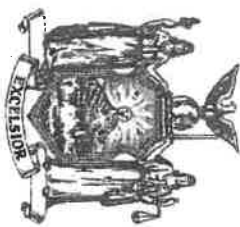
A handwritten signature in black ink, appearing to read "Todd Roland", written over a horizontal line.

**Todd Roland, Commissioner**  
**South Line Fire District #10**

## NEW YORK STATE DEPARTMENT OF HEALTH

**Ambulance Service Certificate**

South Line Fire District #10



*is hereby certified as a New York State ambulance service in  
accordance with the provisions of Article 30 of the*

*Public Health Law*



PRIMARY TERRITORY:

South Line Fire District # 10

Emergency Medical Services Program

Commissioner of Health

This certificate may be revoked, suspended, limited or annulled for violation of the Public Health Law

**THIS CERTIFICATE IS NOT TRANSFERABLE****Keep conspicuously posted**

# Application for EMS Operating Certificate

Current Expiration Date 11 / 18 / 2024 ☒ Ambulance Service ☐ ALS First Response Service (non-transporting)

Name of Service South Line Fire Dist. 10 Federal Employer ID No. 16-0870325 NYS EMS Agency Code 6293

Physical Address of Principal Business Location Street and Number  
1049 French Rd

City, Town, Village Cheektowaga State NY Zip Code 14227 County Erie

Mailing Address (PO Box)

1049 French Rd Cheektowaga, NY 14227

Business Phone Number ( 716 ) 668-9787 Fax Number ( 716 ) 668-1287 911 Center 10 Digit Phone Number ( 716 ) 686-3501

Agency E-mail Address officers@southlinefire.org Agency Website https://www.southlinefire.com/

Organizational Structure (check only one)

☐ Commercial ☐ Hospital Based ☐ Independent ☐ Industrial  
☐ Fire Department ☒ Municipal/Government ☐ College (State or Private Campus/University)

Type of Ownership

☐ Individual ☐ Corporation (☐ for profit ☐ not for profit) ☐ Municipal Fire ☐ Ambulance District  
☐ Partnership ☒ Municipal (☐ village ☐ town ☐ city ☐ county) ☐ Government (☐ State ☐ Federal)

Name of Individual Owner, Partners or Government/Municipal entity

South Line Fire District No. 10

If a corporation, give official corporate name. Also indicate all DBAs on file with NYS Department of State. Attach separate list if more than one DBA on file. (initial applications must provide certified copies of all DOS filings both corporation and DBA)

Corporation Name

DBA/Assumed Name

For Profit and Not for Profit Corporations must provide names/addresses of current corporation officers

Name	Home Address	Home Phone
President		( ) -
Vice President		( ) -
Secretary		( ) -
Treasurer		( ) -

Chief Operating Officer (Captain, Operations Manager)

Name	Title	Day Phone	Night Phone
Andy Dayton	Chief	( ) -	( 716 ) 583-2260

Tax District

Is this organization funded by a tax district? ☒ Yes ☐ No Name of District South Line Fire District

Name of Operator (if different from owner) Business Phone ( ) -

Address City State Zip

Highest Level of Care Currently Authorized by REMAC (check only one) ☐ EMT ☒ AEMT ☐ Critical Care ☐ Paramedic

Agency Participates in CME Program ☒ Yes ☐ No

Billing for Service ☒ Yes ☐ No

If yes, Name of Service Bureau Professional Ambulance Billing	Service Bureau Number (if not agency) 1184494783	Medicaid Number 07930647
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Service Physician Medical Director (please list all others on separate sheet)

John McNamara

Address

Phone

NYS Physician License Number

( 716 ) 898-4166

List the address of each location where any certified EMS response vehicle is garaged if not the same as your principal location.  
Provide list if more than 3

Location 1

40 Boxwood Lane Cheektowaga, NY 14227

Number of vehicles assigned

1 ALS TX Ambulance

Location 2

Number of vehicles assigned

Location 3

Number of vehicles assigned

Total Number of Vehicles operated by certificate holder

Ambulances 2 EASV's (ambulance service only) 0 First Response (ALSFR) 0

Description of operating territory boundaries etc.:

Applying For: South Line Fire District No. 10 or, in the alternative, the Town of Cheektowaga

Current Territory: South Line Fire District No. 10

Total Employees/Members: 73 Number Volunteer 73 Number Paid (on payroll) 0

Provide number of individuals currently certified at each level

CFR 0 EMT 25 AEMT 21 Critical Care 0 Paramedic 5

#### Communications/Dispatch Information

Principal Dispatch Method: ☐ Two-way ☐ Cellular Phone ☒ Pager ☐ Other

Frequency on which you are dispatched 453.875 MHz

Agency that dispatches your service Cheektowaga Fire Control ☒ Local 911/PSAP ☐ Self

Identify radio systems for hospital calling/medical direction ☐ VHF ☒ UHF ☐ Cellular ☐ Other

UHF MED 1-8 capacity ☐ Yes ☒ No Do your vehicles have Cellular Phones ☒ Yes ☐ No

155.340 capability ☐ Yes ☒ No Call sign if service has FCC License WPXX582

- Attachments Required**
- Affirmation of Compliance (DOH-1881, Affirmation Side 1 MUST BE NOTARIZED)
  - List of all vehicle operated by the service (DOH-1881 Affirmation side 2)
  - List of all agency personnel—Use DOH-2828
  - List of all owners with 10% of more share of ownership
  - Map of current operating territory

**Agency Certification** I have received and read and understand the contents of the following documents and will comply with all requirements:

- Article 30/30A, NYS Public Health Law
- Part 800, 10NYCRR, State EMS Code
- Applicable DOH EMS Policy Statements and SEMAC Advisories

In addition, I certify that all the information contained in this application is true and correct, and that neither the corporation nor any of the owners, principals, or stockholders have been convicted of Medicaid or Medicare fraud, and I understand that under Section 3012(a) or PHL Article 30 that the ambulance service or ALSFR service certificate for this agency may be revoked, suspended, limited or annulled if this application includes willful misrepresentation.

Name of Owner, CEO or COO

Todd Roland

Title

Commissioner

Signature

Date

11/12/2024

Notary Public affirmation and acknowledgement

ROBERT MONKELBAAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MO6384611  
Qualified in Erie County  
Commission Expires December 17, 2026

#### For DOH Use Only

Date Application Received \_\_\_\_\_

New Expiration Date \_\_\_\_\_

BEMS review and approval \_\_\_\_\_

Date \_\_\_\_\_

Please complete the following information regarding the funding of your agency.

**NOTE: Response is mandatory. Failure to complete this form accurately may impact your agency's authority to collect fees for prehospital patient care.**

Name of EMS agency South Line Fire District No. 10 DOH agency code 6293

Does your EMS agency bill (collect fees for prehospital transport/patient care)?

☒ Yes ☐ No

If Yes, does your agency process its own billing and filings to Medicare/Medicaid/private insurance for prehospital transport/patient care fees?

☐ Yes ☒ No

If Yes, skip to Funding Sources section below.

If No, indicate the name of the "Service Bureau" or contractor that processes the billing for your EMS agency

EMS Agency NYS Medicaid provider ID number 1184494783

Service Bureau NYS Medicaid ID number 07930647

Note: if your contractor also provides EMS, the Service Bureau is not the same ID used by that EMS agency for its own billing, or your ID this is a separate ID number issued to the contractor by Medicaid authorizing the contractor to process/submit billing for 3rd party EMS agencies.

**The New York State Department of Health will assume that failure to provide a valid ID number for a Medicaid Service Bureau indicates that your service's billing practices and/or contractor services are unlawful and will report them to the New York State Office of Health Insurance Programs.**

### Funding Sources

**Identify ALL of the funding sources received by your EMS agency.**

☒ Fire District(s) [NOT fire protection districts] South Line Fire District No. 10  
(If more than one district, list additional on back of this page. List Fire Protection Districts below)

☐ Ambulance District [legal name of taxing district]  
(If more than one district, list additional on page 2)

☐ Municipal Contracts [other than fire districts]  
(List all municipalities your agency holds EMS contracts with including County, City, Town, Village, and Fire Protection Districts.  
List additional municipalities on page 2)

☐ Donations or fund-raisers

☐ Not-for-profit status  
☐ 501(c)(3) ☐ Other NFP

☐ Other funding sources not identified above  
(Include agreements/contracts with service fees to provide ALS to other certified services. i.e., ALS assists)

☐ Service's approximate total annual EMS operating budget \$1,3000.00

☐ Is your service an operator for another service that bills?  
☐ Yes ☐ No

If Yes, service name \_\_\_\_\_ Agency code \_\_\_\_\_

Name of person completing this form Todd Roland

Title of person completing form Commissioner  
(print)

Signature of person completing this form \_\_\_\_\_  
(print)

Date completed 11/12/2024

Date 11/12/2024

# Application for New Service, Expansion of Primary Operating Territory or Transfer of Ownership

Application for (check one)

Type of Service (check one)

- ☒ New service (Sections A,B,C,D,F)  
☐ Expansion of Primary Operating Territory for existing service (Sections A,B,C,D,F)  
☐ Transfer of existing service operating authority (Sections A,D,E,F)

- ☒ Ambulance  
☐ ALS First Responder

## Section A Organizational Structure

For a corporation, attach a copy of certificate of incorporation, any DBAs and a listing of all owners' stockholders, principals, investors and/or parent corporations or sub-corporations. For LLC attach a copy of NYS DOS Application For Authority.

Name of Service	DOH Agency Code	Federal Employer Identification Number		
South Line Fire Dist. 10	6293	16-0870325		
Address	City	State	Zip	County
1049 French Rd	Cheektowaga	NY	14227	Erie
Contact Person	Title			
Todd Roland	Chairman			
Business Phone	Home Phone	Cell Phone	E-mail	
( 716 ) 668- 9787	( ) -	( 716 ) 583 - 4100	troland@southlinefire.org	
Current Organizational Sponsor Type				
<input type="checkbox"/> Proprietary	<input type="checkbox"/> Hospital Based	<input type="checkbox"/> Volunteer Independent	<input type="checkbox"/> Industrial	
<input type="checkbox"/> Volunteer Fire Department	<input checked="" type="checkbox"/> Municipal/Government	<input type="checkbox"/> Other		
Type of Ownership				
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
Name of Individual Owner, Partners, Corporation or Government Entity (attach a listing of any/all owners of 10% or more stock)				

## Section B Primary Operating Territory

Specify geographic area requested using municipal, political or other identifiable Boundaries. Attach a detailed map of the primary service area. Statements such as "surrounding, adjacent, vicinity, proximity, contiguous, adjoining, or portions of, etc." are not acceptable when defining a primary operating territory.

Proposed new or expanded primary operating territory

South Line Fire District No. 10 or, in the alternative, the Town of Cheektowaga (map 1 attached)

For expansion list existing primary operating territory

## Section C Financial Responsibility

Applicant is required to attach detailed fiscal and budgetary information as specified in the current DOH Policy Statement. An initial start-up or continuation budget and sufficient financial information as well as the source of such must be provided to insure the fiscal responsibility and stability of the ownership for the territory served.

Insurance Carrier

Badger & Gunner Inc.

Agent

Geoffrey M. Gunner

Business Phone

( 716 ) 652 - 6350

Types and Limits of Coverage

☒ General Liability

☐ Other

**Section D Description of Proposed Services**

For a corporation attach a certificate of incorporation, any DBAs and a listing of all owners, stockholders or principals.

Level of Service (check only one)

☐ EMT☒ AEMT☐ Critical Care☐ Paramedic

Agency Medical Director  
John McNamara

Address  
5957 Monaghan Ave

City  
Clarence

State  
NY

Phone Number  
( 716 ) 898 - 4166

Agency Providing Medical Control

UBMD Emergency Medicine EMS Division

Phone Number  
( 716 ) 829 - 5500

System Medical Director

Address

City

State

Phone Number  
( ) -

Joseph Bart

Size of Population to be Served

Days of operation

Hours of operation

86,181 (2018)

All

24/7

Projected Call Volume

Total 1,000

Emergency 800

Non-Emergency 200

Source of Statistics for Call volume

☐ PCR☐ Dispatch Center☒ Agency Call Record☐ Other

Total no. of ambulances

Total no. of emergency ambulance service vehicles (EASV'S)

Total no. of ALS First Response vehicles

2

0

2

**Section E Proposed Organizational Structure**

For a corporation attach a copy of certificate of incorporation for any DBAs listing of all owners' stockholders, principals, investors and/or parent corporations or sub-corporations. For LLC attach a copy of NYS DOS Application For Authority.

Proposed Name of Service

Federal Employer Identification Number

Address

City

State

Zip

County

Contact Person

Title

Business Phone

Home Phone

Cell Phone

E-mail

( ) -

( ) -

( ) -

Proposed Organizational Sponsor Type

☐ Proprietary☐ Hospital Based☐ Volunteer Independent☐ Industrial☐ Volunteer Fire Department☐ Municipal/Government☐ Other

Proposed Type of Ownership

☐ Individual☐ Partnership☐ Government☐ Corporation☐ LLC

Name of Proposed Individual Owner, Partners, Corporation or Government Entity (attach any/all owners of 10% or more stock)

**Section F Certification of Accuracy and Ownership Competency**

As owner/CEO/operator of the ambulance service described herein I attest to the accuracy of the information contained in this application and its attachments and to having received and read Public Health Law Article 30 and State EMS Code Part 800. I also state that neither the corporation nor any of the owners, principals or stockholders in the corporation, or LLC members, have been convicted of Medicare or Medicaid fraud. I understand that under Section 3012(a) of the PHL Article 30 that the ambulance service or ALS FR service certificate for this agency may be revoked, suspended limited or annulled if this application includes willful misrepresentation.

Attachments Required

- Detailed narrative to support need or statement of purpose and intent for transfer
- Affirmation of Fitness and Competence (DOH-3778)
- DOS Certificate of Incorporation or Authority, DBA's, owners, partners, shareholders or members listing
- Financial information including funding budget and insurance
- Primary operating territory map

Name of Owner or CEO

Title

Chairman

Signature

Date

Notary Public affirmation and acknowledgement

ROBERT MONKELBAAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MO6384611  
Qualified in Erie County  
Commission Expires December 17, 20 26

FOR REGIONAL EMS COUNCIL USE ONLY

Date Application Received

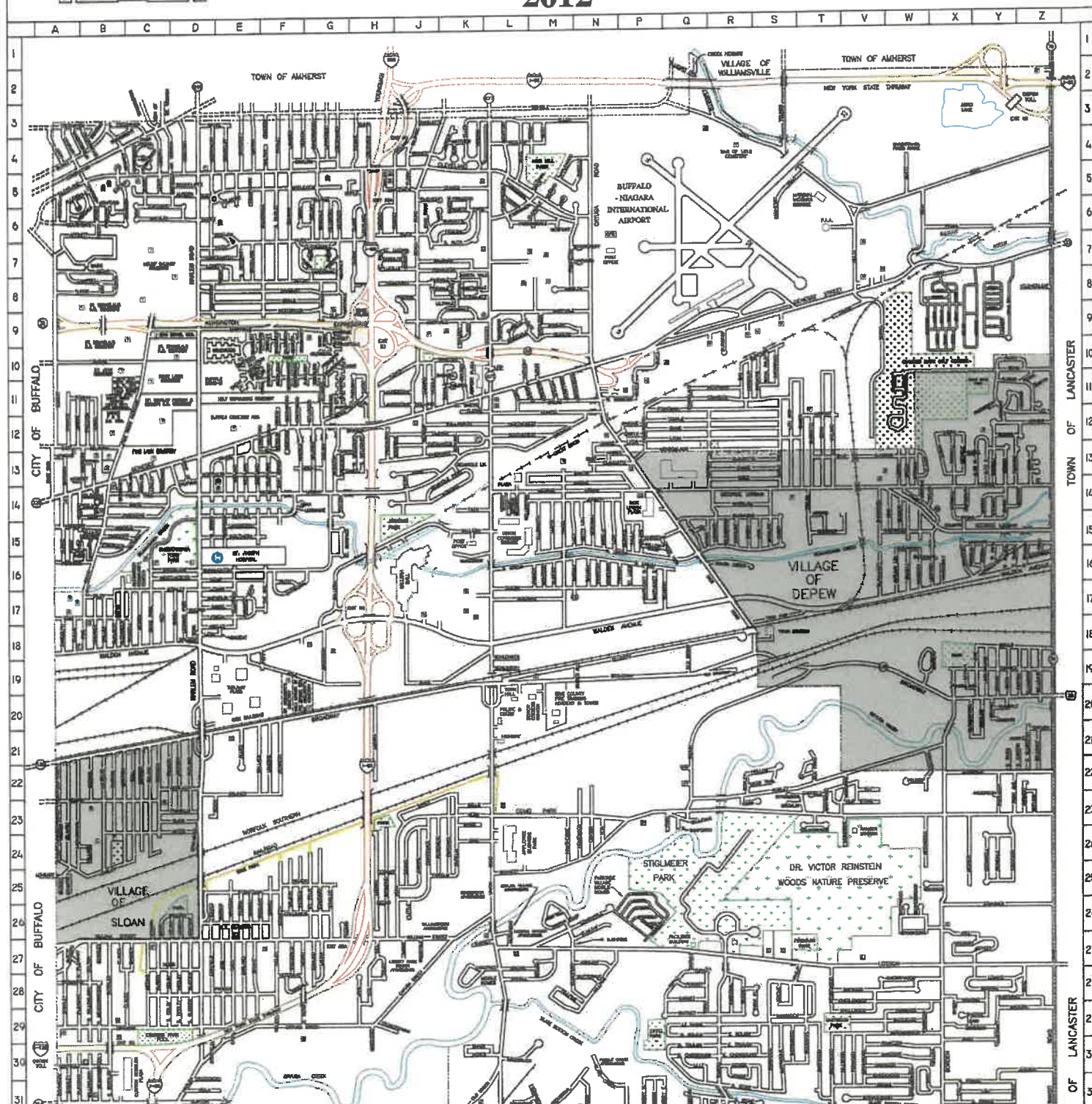
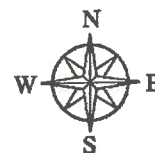
Date of Council Decision

☐ Approved ☐ Denied ☐ Rejected - Incomplete

Council Chair Signature

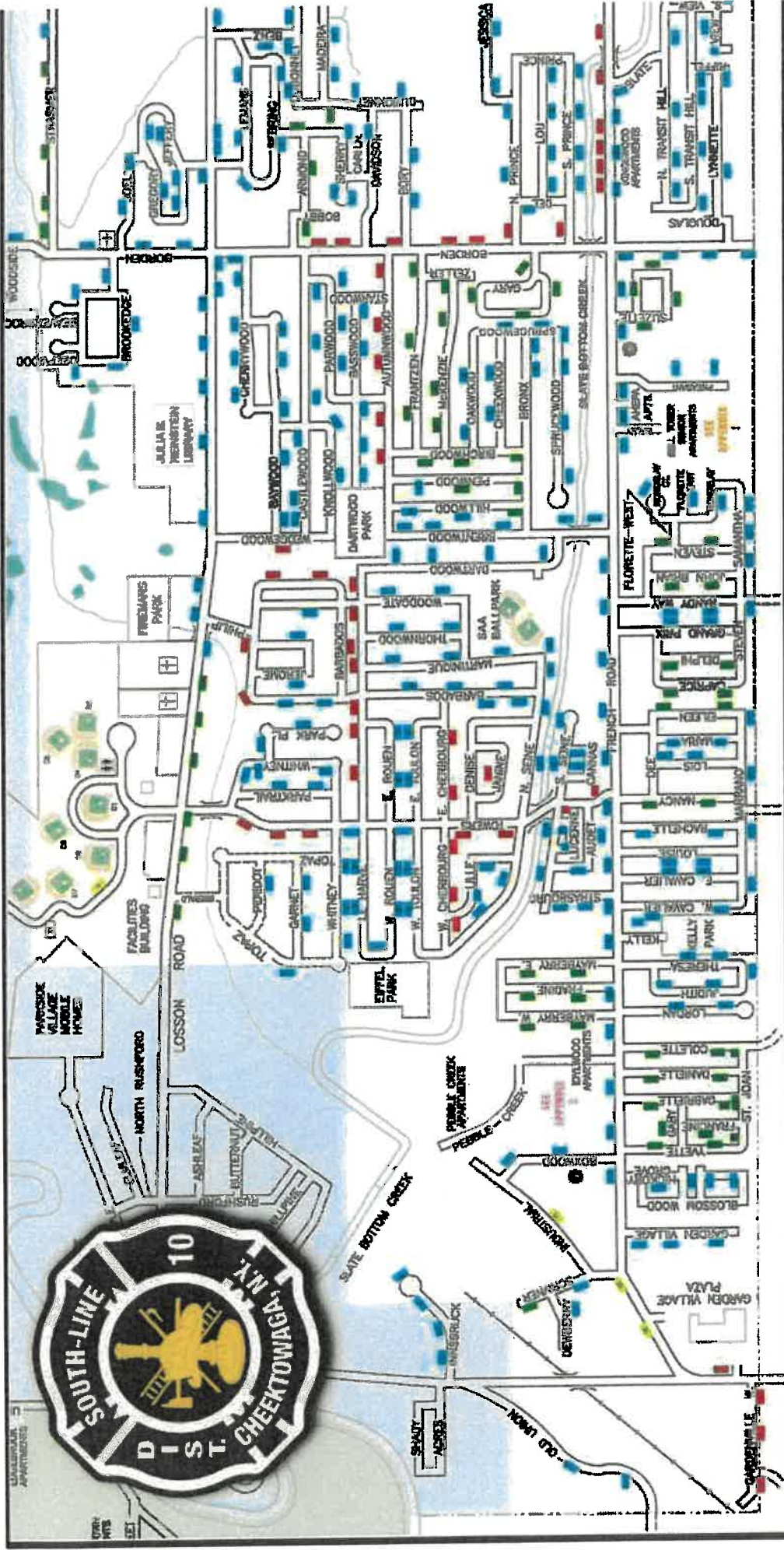


**THE TOWN OF  
CHEEKTOWAGA  
ERIE COUNTY, N.Y.  
2012**





MAP 2



## Affirmation of compliance for New Vehicles or Agency Recertification

Please note that a Notary Public MUST complete section at bottom of page.

Check one ☒ Ambulance Service ☐ ALS First Response Service

Current Operating Certificate Expiration Date

11 / 18 / 2024

6293

NYS EMS Agency Code

Name of Service

South Line Fire Dist. 10

Address

1049 French Rd

NY

State

Zip

City

Cheektowaga

Contact Person

Todd Roland

E-mail

Zbtpac@aol.com

Work Phone Number

(716) 583-4100

Additional Phone Number

(716) 668-9787

By completing and signing this affirmation, I certify that the vehicles listed are in compliance with all requirements of the State EMS Code, Part 800.

The records and documentation of the agency have also been reviewed for compliance with all applicable requirements.

The ambulance vehicles listed are registered with the NYS Department of Motor vehicle (DMV) and the appropriate DMV inspection has been conducted. Those vehicles which are not ambulances have appropriate DMV registration, DMV inspection, and/or any safety inspection as required by the NYS Department of Transportation, The United States Coast Guard, or the Federal Aviation Administration.

I understand that under the authority of the Public Health law any deficiencies that result in violations being issued are subject to the penalties of the Public Health Law, including fines, suspension, revocation or annulment of the operating certificate.

Name

Todd Roland

Signature

Title

Commissioner

Date

8, 21, 24

Note: Notary Public Must Complete

### Affirmation and Acknowledgement

ROBERT MONKELBAAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MO6384611  
Qualified in Erie County  
Commission Expires December 17, 2024

### FOR OFFICE USE ONLY

# of stickers sent

to

Date

Rep





**DON'T PEEL STICKER FROM FRONT - SEE BACK!**

**Keep this document to show to the police and courts.**

NY-859CR (8/21) **NEW YORK STATE REGISTRATION DOCUMENT**



080654EK



12/31/24

12

1FDXE4FN8NDC35896  
2022 FORD SUBN  
11206EB AMB 4 X

24



X AMB

11206EB

2022 FORD NONTRANSFERABLE

SUBN WH 1FDXE4FN8NDC35896

9912 G 8 RSMH0023 DEC 06 2023

WV/Seats Fuel/yr 3MH UTD746

SOUTH LINE FIRE

Expires 12/31/24

DISTRICT NO 10

1049 FRENCH ROAD

CHEEKTOWAGA NY

080654EK

14227

EXEMPT

AMT PAID (INCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS

NO FEE  
DUE



# RECEIVED

JUL 15 2022

SOUTH LINE FIRE DISTRICT #10

*Draft is attached.*

SOUTH LINE FIRE  
DISTRICT NO 10  
1049 FRENCH ROAD  
CHEEKTOWAGA

NY 14227

007354

NEW YORK STATE									
Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No.			
1FDXE4FN8NDC35896		2022	FORD	N/A	SUBN	335907A			
1FDXE4FN8NDC35896									
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued			
WH	9912	GAS	8	NEW	VEHICLE	7/06/22			
Name and Address of Owner(s)				ODOMETER READING: 00842					
SOUTH LINE FIRE				ACTUAL MILEAGE 00842					
DISTRICT NO 10									
1049 FRENCH ROAD									
CHEEKTOWAGA NY 14227									
<p>This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place; not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.</p>									
Lienholder _____			Lienholder _____						
* NO LIENS RECORDED *			* NO LIENS RECORDED *						
Lienholder _____			Lienholder _____						
* NO LIENS RECORDED *			* NO LIENS RECORDED *						

DEPARTMENT OF MOTOR VEHICLES

MV-999 (3/21)

Keep this document to show to the police and courts

NY-999TR (4/21)

NEW YORK STATE REGISTRATION DOCUMENT

G. PSD

AG7490

PERM

2023 FORD NONTRANSFERABLE

SUBN WH 1FDXE4FNXPDD19947

009866 G 8 HZ604352 MAR 20 2023

Wt/Seats

Fuel/Cyl

JAS ES67C1

Expires

PERM

SOUTH LINE FIRE DIST

1049 FRENCH RD

EXEMPT

CHEEKTOWAGA NY 14227

ANNUAL CHG

AMT PAID (INCL ADD CHG)

4Z604352

VOID IF ALTERED EXCEPT FOR ADDRESS

0.00



SOUTH LINE FIRE DIST  
1049 FRENCH RD  
CHEEKTOWAGA NY 14227

006734

NEW YORK STATE							dmv.ny.gov
Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No.	
1FDXE4FNPDD19947		2023	FORD	N/A	SUBN	188554N	
1FDXE4FNPDD19947							
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued	
WH	9866	GAS	8	NEW	VEHICLE	3/31/23	
Name and Address of Owner(s)			ODOMETER READING:		00333		
SOUTH LINE FIRE DIST			ACTUAL MILEAGE		00333		
1049 FRENCH RD							
CHEEKTOWAGA NY 14227							
<p>This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place. not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home. complete the transfer section on the back and give this title to the new owner.</p>							
Lienholder			Lienholder				
* NO LIENS RECORDED *			* NO LIENS RECORDED *				
Lienholder			Lienholder				
* NO LIENS RECORDED *			* NO LIENS RECORDED *				
MV-999 (3/21)							
DEPARTMENT OF MOTOR VEHICLES							

# Invoice

Invoice #: 327  
Invoice Date: 01/03/2024  
Due Date: 02/02/2024  
Tran Type: Renew

Remit To: Fire Districts Insurance Company Inc.  
P.O. Box 22185  
New York, NY 10087-2185

Make Checks Payable To:  
Fire Districts Insurance Company Inc.

Bill To: SOUTH LINE FIRE DISTRICT #10  
1049 FRENCH ROAD  
CHEEKTOWAGA, NY 14227

Agency:  
BADGER & GUNNER, INC.  
24 PINE ST  
EAST AURORA, NY 14052

Policy Number	FDI-VF-10149-24	Eff Date	01/01/2024	Exp Date	01/01/2025	
Invoice Total:						\$91,894.00

Please Detach and Return Bottom Portion with Payment

Invoice #: 327

Amount Due: \$91,894.00

Due Date: 02/02/2024

Amount Paid:

Remit To Fire Districts Insurance Company Inc.  
P.O. Box 22185  
New York, NY 10087-2185

Insured: SOUTH LINE FIRE DISTRICT #10  
Re: FDI-VF-10149-24

**Fire District of NY Mutual Insurance Co., Inc.  
FDM Preferred Insurance Co., Inc.  
Fire District Insurance Co., Inc.**

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01/01/2024

SOUTH LINE FIRE DISTRICT #10  
1049 FRENCH ROAD  
CHEEKTOWAGA, NY 14227

Re: Volunteer Firefighters' Benefit Law Policy FDI-VF-10149-24

Dear SOUTH LINE FIRE DISTRICT #10:

We are pleased to enclose renewal of your New York State Volunteer Firefighters' Benefit Law Policy.

Your renewal policy package contains:

- New York State Volunteer Firefighters' Benefit Law Policy
- VF-105 posting notice
- Invoice
- Guide For Filing Claims
- Claim Forms (Fast Fax, C2F)

We appreciate the confidence you placed in our company, and look forward to serving your insurance needs. If you have any questions regarding your policy, please contact your broker, or call me at extension 7031.

Sincerely,

Tricha Higgins  
Manager of Underwriting  
[thiggins@fdmny.com](mailto:thiggins@fdmny.com)  
p. (845) 352-8855 x. 7031  
f. (845) 352-2022  
[www.fdmny.com](http://www.fdmny.com)


**FIRE DISTRICTS INSURANCE COMPANY INC.****NCCI No.: 15079****1 BLUE HILL PLAZA, PEARL RIVER, NY, 10965****(845) 352-8855****(Volunteer Firefighters' Benefit Law Policy)****DECLARATIONS****Item 1. FEIN: 160870325****The Insured: SOUTH LINE FIRE DISTRICT #10****Mailing Address: 1049 FRENCH ROAD  
CHEEKTOWAGA, NY 14227****Policy No:  
FDI-VF-10149-24****Renewal of Policy No.: 1-FDI-VF-00418320-2023****Item 2. The policy period is from 01/01/2024 To 01/01/2025 12:01 A.M Standard time, at the insured's mailing address.****Item 3. Premium – Classification Code No. 7711**

Location	Population	% Area	Annual Premium
Home Area: 001	23,130	100 %	\$99,554
List Other "Home Areas" Serviced Under Contract:			
List "Outside Areas":			
Estimated Manual Premium			\$99,554
Extension of Employers Liability		10 %	\$9,955
Premium Subject to Experience Modification			\$109,509
Modified Premium		0.91	\$99,653
Estimated Standard Premium			\$99,653
Terrorism Risk Insurance Program		2.2 %	\$2,190
National Disasters and Catastrophic		0.2 %	\$199
Premium Discount		-10.38 %	\$-10,348
Expense Constant			\$200
Estimated Annual Premium			\$91,894
Security Fund		0.00 %	\$ 0
Estimated Total Annual Premium			\$91,894
Annual Minimum Premium: 5,019			

Fill in only where "Outside Area" has more than one contract for fire protection, provided the records of the "Home Area" are maintained so as to show separately its contract price as well as the total cost of all contracts being paid by the "Outside Area"

**Form numbers of endorsements forming a part of the policy on its effective date:**

WC 31 00 01 B	WC 31 00 00 B	WC 00 04 21 E	WC 00 04 22 C	WC 00 04 14 A	WC 00 04 19	WC 31 06 06 A
WC 31 06 07 A	WC 31 06 18 A	VF-105	Signature page			

**Producer** BADGER & GUNNER, INC.  
24 PINE ST  
EAST AURORA, NY 14052**Countersigned by:****(Authorized Representative)****Issue Date** 01/03/2024**Rate Board File No.**

**Original Printing**

**Effective May 1, 2020**

**VOLUNTEER FIREFIGHTERS' BENEFIT LAW POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

**GENERAL SECTION**

<p><b>A. The Policy</b> This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the insured named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.</p> <p><b>B. Who Is Insured</b> You are insured if you are the political subdivision named in Item 1. of the Information Page.</p>	<p><b>C. Volunteer Firefighters' Benefit Law</b> Volunteer Firefighters' Benefit Law refers to the Volunteer Firefighters' Benefit Law, Chapter 64A, Consolidated Laws of New York.</p> <p>It includes amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.</p> <p>The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this insurance, which are not inconsistent with the Volunteer Firefighters' Benefit Law, are applicable to this policy.</p>
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**PART ONE-VOLUNTEER FIREFIGHTERS' BENEFIT LAW INSURANCE**

<p><b>A. How This Insurance Applies</b> This volunteer firefighters' insurance applies to bodily injury or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> <li>1. Bodily injury must occur during the policy period.</li> <li>2. Bodily injury by disease must be caused or aggravated by the conditions of your operations. The volunteer firefighter's last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.</li> </ol> <p><b>B. We Will Pay</b> We will pay promptly when due the benefits required of you by the Volunteer Firefighters' Benefit Law.</p> <p><b>C. We Will Defend</b> We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate</p>	<p>and settle these claims, proceedings or suits.</p> <p><b>D. We Will Also Pay</b> We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim proceeding or suit we defend:</p> <ol style="list-style-type: none"> <li>1. reasonable expenses incurred at our request, but not loss of earnings;</li> <li>2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;</li> <li>3. litigation costs taxed against you;</li> <li>4. interest on a judgment as required by law until we offer the amount due under the insurance; and</li> <li>5. expenses we incur.</li> </ol>
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Original Printing

Effective May 1, 2020

<p><b>E. Other Insurance</b> We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.</p> <p><b>F. Recovery From Others</b> We have your rights, and the rights of persons entitled to benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p><b>G. Statutory Provisions</b> These statements apply where they are required by law.</p> <ol style="list-style-type: none"> <li>1. As between an injured volunteer firefighter and us, we have notice of the injury when you have notice.</li> <li>2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.</li> </ol>	<ol style="list-style-type: none"> <li>3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.</li> <li>4. Jurisdiction over you is jurisdiction over us for the purposes of the Volunteer Firefighters' Benefit Law. We are bound by decisions against you under this law, subject to the provisions of this policy that are not in conflict with that law.</li> <li>5. This insurance conforms to the parts of the Volunteer Firefighters' Benefit Law that apply to: <ol style="list-style-type: none"> <li>a. benefits payable by the insurance;</li> <li>b. special taxes, payments into security or other special funds, and assessments payable by us under this law.</li> </ol> </li> <li>6. Terms of this insurance that conflict with the Volunteer Firefighters' Benefit Law are changed by this statement to conform to that law.</li> </ol> <p>Nothing in these paragraphs relieves you of your duties under this policy.</p>
<b>PART TWO-EMPLOYERS' LIABILITY INSURANCE</b>	
<p><b>A. How This Insurance Applies</b> This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> <li>1. The bodily injury must arise out of and in the course of the injured volunteer firefighter's duties while engaged in activities described in Subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law.</li> <li>2. Bodily injury by accident must occur during the policy period.</li> <li>3. Bodily injury by disease must be caused or aggravated by the conditions of the volunteer firefighter's activities</li> </ol>	<p>covered by this policy. The volunteer firefighter's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.</p> <ol style="list-style-type: none"> <li>4. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.</li> </ol> <p><b>B. We will Pay</b> We will pay all sums you legally must pay as damages because of bodily injury to your volunteer firefighters, provided the bodily injury is covered by this Employers' Liability Insurance.</p>

**Original Printing**

**Effective May 1, 2020**

<p>The damages we will pay, where recovery is permitted by law, include damage:</p> <ol style="list-style-type: none"><li>1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer firefighter; and</li><li>2. for care and loss of services;</li></ol> <p>provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured volunteer firefighter's duties and activities for you.</p> <p><b>C. Exclusions</b> This insurance does not cover:</p> <ol style="list-style-type: none"><li>1. liability assumed under a contract or agreement;</li><li>2. any obligation imposed by the Volunteer Firefighters' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, or any similar law;</li><li>3. bodily injury intentionally caused or aggravated by you;</li><li>4. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.</li></ol> <p><b>D. We Will Defend</b> We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.</p> <p>We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.</p>	<p><b>E. We Will Also Pay</b> We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none"><li>1. reasonable expenses incurred at our request, but not loss of earnings;</li><li>2. premiums for bonds to release attachments and for appeal bonds;</li><li>3. litigation costs taxed to you;</li><li>4. interest on a judgment as required by law; and</li><li>5. expenses we incur.</li></ol> <p><b>F. Other Insurance</b> We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the share of all remaining insurance and self-insurance will be equal until the loss is paid.</p> <p><b>G. Recovery From Others</b> We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p><b>H. Actions Against Us</b> There will be no right of action against us under this insurance unless:</p> <ol style="list-style-type: none"><li>1. You have complied with all terms of this policy; and</li><li>2. The amount you owe has been determined with our consent or by actual trial and final judgment.</li></ol> <p>This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.</p>
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Original Printing

Effective May 1, 2020

<b>PART THREE-YOUR DUTIES IF INJURY OCCURS</b>	
<p>Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.</p> <ol style="list-style-type: none"> <li>1. Provide for immediate medical and other services required by the Volunteer Firefighters' Benefit Law</li> <li>2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.</li> <li>3. Promptly give us all notices, demands and</li> </ol>	<p>legal papers related to the injury, claim, proceeding or suit.</p> <ol style="list-style-type: none"> <li>4. Cooperate with us, and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.</li> <li>5. Do nothing after an injury occurs that would interfere with our right to recover from others.</li> <li>6. Do not voluntarily make payments, assume obligations or incur expenses except at your own cost.</li> </ol>
<b>PART FOUR-PREMIUM</b>	
<p><b>A. Our Manuals</b> All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.</p> <p><b>B. Premium</b> Item 3. of the Information Page shows the premium for this policy. Any changes in classification, premiums or rating plans shall be stated in an endorsement issued to form a part of this policy.</p> <p><b>C. Premium Payments</b> You will pay all premium when due. You will pay the premium even if part of the Volunteer Firefighters' Law is not valid.</p> <p>If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:</p> <ol style="list-style-type: none"> <li>1. If we cancel, premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.</li> <li>2. If you cancel, premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and</li> </ol>	<p>procedures. Final premium will not be less than the minimum premium shown on the Information Page.</p> <p><b>D. Records</b> You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.</p> <p><b>E. Audit</b> You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.</p>

Original Printing

Effective May 1, 2020

PART FIVE-CONDITIONS	
<p><b>A. Inspection</b> We have the right but are not obliged to inspect your facilities at any time. Our inspections are not safety inspections. They relate only to the insurability of the facilities and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your volunteer firefighter or the public. We do not warrant that your facilities are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.</p> <p><b>B. Long Term Policy</b> If the policy is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.</p>	<p><b>C. Transfer of Your Rights and Duties</b> Your rights and duties under this policy may not be transferred without our written consent.</p> <p><b>D. Cancellation</b></p> <ol style="list-style-type: none"><li>1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.</li><li>2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice.</li><li>3. The policy period will end on the day and hour stated in the cancellation notice.</li><li>4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.</li></ol>

**FIRE DISTRICTS INSURANCE COMPANY INC.  
FIRE DISTRICTS OF NEW YORK MUTUAL, P.O. BOX 22185  
New York, NY 100872185**

(845) 352-8855

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**DIVIDENDS** – The Company, when authorized by the Board of Directors, shall pay a dividend to each member from divisible surplus, to the extent and in the amount so authorized.

**INFORMATION PAGE** – By acceptance of this policy the insured agrees that the statements in the Information Page are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**IN WITNESS WHEREOF**, the FIRE DISTRICTS OF NEW YORK MUTUAL INSURANCE COMPANY, INC. caused this policy to be signed by its President and Secretary at Chestnut Ridge, New York and countersigned on the Information Page by a duly authorized agent of the company.



Secretary



President

1<sup>st</sup> Reprint

Effective January 1, 2021

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)  
PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers' compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism).

- ★ This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (Other Than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers' compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers' compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4. of the Information Page or in the Schedule below.

**1<sup>st</sup> Reprint**

**Effective January 1, 2021**

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**Schedule**

**State**

**Rate**

**Premium**

Notes	
	1. This endorsement must be attached to every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law, and the New York Volunteer Ambulance Workers' Benefit Law.
	2. For non-payroll classes in New York, the charge is a % of the non-payroll class manual premium.
	3. Premium charge must be reported under Statistical Code 9741 "Catastrophe Provision – Natural Disasters and Catastrophic Industrial Accidents Premium" on every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law, and the New York Volunteer Ambulance Workers' Benefit Law.
	4. Refer to Rules I, VI, and VIII of the Manual for additional information.

3<sup>rd</sup> Reprint

Effective January 1, 2021

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE  
ENDORSEMENT**

- ★ This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

- ★ "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- ★ "Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.



**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

- ★
1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
  2. Notwithstanding Item 1. above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
  3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4. of the Information Page or in the Schedule below.

**Schedule**

State	Rate	Premium
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**Notes**

- |    |   |
|----|---|
| 1. | This endorsement must be attached to every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law, and the New York Volunteer Ambulance Workers' Benefit Law.   |
| 2. | For non-payroll classes in New York, the charge is a % of the non-payroll class manual premium.   |
| 3. | Premium charge must be reported under Statistical Code 9740 "Catastrophe Provision – Terrorism Premium Charge" on every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law and the New York Volunteer Ambulance Workers' Benefit Law. |
| 4. | Refer to Rules I and VIII of the Manual for additional information.   |

**90-DAY REPORTING REQUIREMENT – NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

**Note:**

Use this endorsement on all policies to notify the insured that changes in ownership, as defined in the Experience Rating Plan Manual, must be reported to the insurer within 90 days of the change.

*Effective January 1, 2001*

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**PREMIUM DUE DATE ENDORSEMENT**

Section D of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

- D. **Premium** is amended to read:  
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

**Original Printing**

**Effective May 1, 2020**

**NEW YORK VOLUNTEER FIREFIGHTERS' PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3. of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1. or 2. of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

**Schedule**

1. State	Estimated Eligible Premium			
	First	Next	Next	Balance
NY	\$5,000	\$95,000	\$400,000	

2. Average percentage discount: 10.38 %

3. Other policies: FDI-WC-10149-24

4. If there are no entries in Items 1., 2., and 3. of the Schedule, see the "Premium Discount Endorsement" (WC 00 04 06) attached to your policy number:

Notes	
1.	Use this endorsement to show the application of Manual Rule VI, Premium Discount, or to identify the employer's policy which shows the application of the Discount Rule.
2.	Do not make entries in Items 1., 2., or 3. if a policy number is to be shown in Item 4.
3.	The carrier has the option of replacing Item 1. with the appropriate Table in use by the carrier.
4.	Item 3. is available to list all policies that are combined under the Discount Rule.
5.	Use Item 4. if premium discount is shown on another policy issued to the employer. Enter the policy number of that policy.

**Original Printing**

**Effective May 1, 2020**

**NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW  
EXTENSION OF EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT**

This endorsement provides Part Two – Employers' Liability Insurance to volunteer fire departments or volunteer fire companies and their fire chiefs, fire commissioners and board of trustees if the named insured is liable for payment of benefits to the volunteer firefighters of these volunteer fire departments and fire companies in accordance with the provisions of Section 30 of the New York Volunteer Firefighters' Benefit Law.

The premium for this endorsement is computed separately and is an additional 10% of the policy premium.

**Note**

1. To be attached to a Volunteer Firefighters' Benefit Law policy when issued to a political subdivision that has elected to voluntarily provide employers' liability insurance. Refer to the "Miscellaneous Values" in Part Three – Loss Costs of the Manual.

**Original Printing**

**Effective May 1, 2020**

**NEW YORK WORKERS' COMPENSATION  
POLICYHOLDER NOTICE OF RIGHT TO APPEAL**

**Policyholder Disputes**

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing and/or other New York Compensation Insurance Rating Board ("Rating Board") rulings or decisions pertaining to this policy. Please refer to the New York Workers' Compensation Policyholder Notice of Right to Appeal process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:  
<http://www.dfs.ny.gov/about/contactus.htm#consumer>  
or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

**New York Workers' Compensation Policyholder Notice of Right to Appeal Process**

An insured, or its representative, (hereafter referred to as "insured") may appeal the application of a rule or procedure contained in the New York Workers' Compensation & Employers' Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which make up, the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for a review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. The Rating Board will review the request and respond to the parties within sixty (60) days, either granting the parties or their authorized representatives their request or sustaining the Rating Board's original ruling.
2. If not satisfied with the outcome of 1. above, the parties may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and supply any supporting documents. The appropriate Department Vice President or his or her designated representative will preside at the conference.
3. If the dispute is not resolved by the conference, the parties may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reasons for the appeal and the nature of the complaint.

Following the Committee's receipt of the appeal request, the parties will be notified about the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be devoted to the matter.

After the hearing, the parties will be advised, in writing, of the Underwriting Committee decision on the complaint.

4. If the Underwriting Committee ruling is not satisfactory to either party, then the aggrieved party may request a hearing at the New York State Department of Financial Services to consider the disputed decision.
5. The decision of the New York State Department of Financial Services may be appealed to a court of law, by the parties involved or the Rating Board.

**STATE OF NEW YORK - WORKERS' COMPENSATION BOARD**  
**ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA**

**NOTICE OF COMPLIANCE  
VOLUNTEER FIREFIGHTERS'  
BENEFIT LAW  
TO VOLUNTEER FIREFIGHTER**

If you have disablement as a result of injury or disease incurred **IN LINE OF DUTY**, observe the following:

1. Report your injury promptly and, in any event, within 90 days, in writing to the home area political subdivision (county, city, town, village or fire district) on Form VF-1.
2. If you wish to claim benefits, Form VF-3, Claim for Benefits, must be filed with the same officer of the home area political subdivision with whom you filed report of injury, and with the Workers' Compensation Board within two years of injury or death. Forms VF-1, Notice of Injury or Death, and VF-3, Claim for Benefits, may be obtained from your local fire officials, home area political subdivision or the Workers' Compensation Board.
3. If you are a volunteer member of an incorporated fire company, inquire of your company officer concerning the liable political subdivision to which notice should be given and with which claim should be filed as described above.
4. Obtain medical care immediately.
5. You are entitled to be treated by a physician, psychologist (upon referral from an authorized physician), podiatrist or chiropractor of your choice if (s)he is authorized by the Chairman of the Workers' Compensation Board.
6. Tell your doctor to file medical reports with the Board and with the liable political subdivision or its insurance carrier.
7. **DO NOT pay your doctor or hospital.** Their bills will be paid by the liable political subdivision or its insurance carrier if your case is not disputed. If your case is disputed, the doctor must wait for payment until the Board decides your case. In the event you fail to prosecute your case or the Board decides against you, you will have to pay the doctor or hospital.
8. You are not required to have anyone represent you in any workers' compensation proceeding, but you have the right to be represented by an attorney or licensed representative, if you so choose. If you obtain representation, do not pay your attorney or representative directly. When the Workers' Compensation Board rules on your case, the attorney's or representative's fee will be set by the Board and the amount will be deducted from your award.
9. If you have difficulty in obtaining Forms VF-1 or VF-3 or need help in filling them out, or if you have any other questions or problems about an injury or disease incurred in the line of duty, contact the Workers' Compensation Board.

**REQUISITOS EXIGIDOS POR LA LEY DE  
BENEFICIOS PARA LOS BOMBEROS  
VOLUNTARIOS  
A LOS BOMBEROS VOLUNTARIOS**

Si resultas incapacitado como resultado de lesión o enfermedad ocurrida en el **EJERCICIO DE TUS FUNCIONES**, cumple con los siguiente requisitos:

1. Informe de su condición inmediatamente por escrito a la entidad gubernamental donde esté localizada su residencia (condado, ciudad, pueblo, o estación de bomberos) en la forma VF-1. Hay un término límite de 90 días.
2. Si interesa reclamar beneficios, debe llenar la forma VF-3 (Claim for Benefits) y presentarla al mismo funcionario a quien le presentó la forma VF-1. También deberá notificarse a la Junta de Compensación Obrera dentro del término de dos años de ocurrida la lesión o muerte. Todas estas formas pueden conseguirse en su oficina de bomberos, entidades gubernamentales cercanas a su residencia o en la Junta de Compensación Obrera.
3. Si usted es un bombero voluntario de una compañía independiente, preguntele a los oficiales sobre a que entidad gubernamental y con cual forma se le debe notificar lesiones o enfermedad.
4. Obtenga atención médica inmediatamente.
5. Usted tiene derecho a ser atendido por un médico, psicólogo (cuando es referido por un médico autorizado), podiatra o quiropráctico que usted seleccione para ser tratado de una lesión o enfermedad, siempre y cuando la persona que provea el servicio esté validado por el Presidente de la Junta de Compensación Obrera.
6. Digale a su doctor que presente los informes médicos a la Junta, la entidad gubernamental o a su compañía de seguros.
7. **NO PAGUE ni al médico ni al hospital.** Sus facturas serán pagadas directamente si su caso no es impugnado. Si lo es, el médico tendrá que esperar hasta que la Junta decida el caso. Si usted no procede con su caso ó si la Junta decide en su contra, entonces usted tendrá que pagar al médico y al hospital.
8. Aunque no es obligatorio, usted tiene el derecho de estar representado legalmente o por representante autorizado. **No pague por ese servicio.** Cuando el caso se decida la Junta determinará la tarifa que se la pagará al abogado/a o al representante autorizado y la misma será descontada de su compensación.
9. Si usted tiene dificultad en obtener los formularios o tiene dudas o necesita ayuda para llenarlos comuníquese con la oficina mas cercana de la Junta de Compensación Obrera.

**Chair/Presidente  
Workers' Compensation Board**

  
**ROBERT E BELOTEN**

The undersigned political subdivision hereby gives notice that it has complied with all the rules and regulations of the Chair and the Workers' Compensation Board pursuant to the Volunteer Firefighters' Benefit Law, and that it has secured the payment of benefits to its volunteer firefighters when engaged in fire fighting duties enumerated in or brought within the provisions of said law and the dependents of volunteer firefighters in accordance with the Volunteer Firefighters' Benefit Law by: (insert words "Insurance Policy" or "Self-Insurance")

Fire Districts Insurance Company Inc.  
FIRE DISTRICTS OF NEW YORK MUTUAL, P.O. BOX 22185  
New York, NY 100872185

Name of political subdivision in full: (Nombre completo de la entidad gubernamental:)

**SOUTH LINE FIRE DISTRICT #10**

By \_\_\_\_\_

**Effective From** 01/01/2024 **To** 01/01/2025

(Efectivo de)

(a)

**Policy No.** FDI-VF-10149-24

(Poliza Num)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE A  
PERSONAS CON IMPEDIMENTOS SIN DISCRIMINAR

**VF-105 (9-17)**

Prescribed by Chairman  
Workers' Compensation  
Board

THIS NOTICE MUST BE POSTED AND MAINTAINED IN A CONSPICUOUS PLACE IN AND ABOUT THE  
FIREHOUSE AND FIRE COMPANY HEADQUARTERS, AND SHOULD ALSO BE POSTED AT EACH PRINCIPAL  
ENTRANCE USED BY VOLUNTEER FIREFIGHTERS.



# **SOUTH LINE FIRE DISTRICT NO. 10**

## **BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

The South Line Fire District #10 currently provides Advanced Life Support transport services twenty-four hours a day, seven days a week, three hundred and sixty-five days a year. The Fire District has twenty-five (25) certified Basic Emergency Medical Technicians (EMT), twenty-one (21) Advanced EMTs and five (5) Advanced EMT Paramedics (Attachment 1). The District is constantly recruiting and expects our manpower to continue to grow. The South Line Fire District #10 is one of the only fire districts in the Town of Cheektowaga that requires for a new member to obtain the basic EMT certification prior to completing their probationary phase. Additionally, it is policy for a new EMT to complete at least two (2) re-certification processes to ensure that they provide service to our district as an EMT for at least nine (9) years (Attachment 2). The District is serviced by two fire stations; the main hall is located at 1049 French Rd Cheektowaga, NY 14227, and a substation is located at 40 Boxwood Lane Cheektowaga, NY 14227. Each station operates an ambulance equipped with basic and advanced life support equipment. The district also operates a rapid-response / fly car vehicle under agency code 6210. Both ambulances and the rapid-response vehicle are NYS-certified and current on their inspections.

South Line Fire District #10 is a municipal corporation under New York State Law. South Line Fire District #10 has tax and authority to support the operational needs of the EMS program. Additionally, the agency bills for its emergency medical service (EMS) when applicable.

The South Line Fire District #10 utilizes American Medical Response (AMR) under contract with the Town of Cheektowaga for Paramedic level care and transportation of the sick and injured (Attachment 3). American Medical Response is the primary EMS agency in town according to the contract. The contract is currently under negotiation with the Town of Cheektowaga for updates and renewal.

In 2023, the South Line Fire District #10 had an average arrival time of one minute and forty three seconds (1:43) from the time of alarm. The population of the fire district consists of approximately thirty-thousand to thirty-five-thousand residents, including three (3) senior living apartment complexes; Bell Tower Senior Apartments, Violet Senior Housing, and the Ahepa Apartments. The South Line Fire District #10 also has eight (8) large multiple-dwelling residential communities; Idylwood Resort Apartments, Garden Village Apartments, Sandstone Court Apartments, The Flats on French Apartments, Kingswood Apartments, French Rd Apartments, Town Center Apartments, and Woodside Villa Apartments. According to the 2020 census, the Town of Cheektowaga has a population of over eighty-nine thousand.

There are two (2) large nursing home facilities in the Town of Cheektowaga including Elderwood at Cheektowaga and Garden Gate Health Care Facility. There is one (1) hospital with an emergency department within the Town of Cheektowaga known as Sister's of Charity Hospital St. Joseph Campus. There are also three (3) adult assisted living facilities within the Town of Cheektowaga including Peregrine's Landing Senior Community, Glenwell, and Elderwood assisted living.





## **SOUTH LINE FIRE DISTRICT NO. 10**

### **BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

The Cheektowaga Fire Control, under the Cheektowaga Police Department, dispatches all fire departments in the Town of Cheektowaga. Cheektowaga Public Safety Dispatchers monitor all operations at the scene and have the ability to directly communicate with AMR responding to Cheektowaga 911 emergencies. Additionally, there is a radio frequency dedicated in town to allow the fire departments, police department and AMR to communicate with each other.

The South Line Fire District #10 is located in Cheektowaga, NY. The current primary response area is about two square miles. The West Seneca town line borders the south end of the district. Transit Rd borders the east. Union Rd borders to the west. Losson Rd between Hillpine Dr. and Transit Rd is the northern border. The South Line Fire District #10 is requesting to expand its operating territory within the borders of the entire Town of Cheektowaga (Attachment 4). The South Line Fire District #10 also provides fire and emergency medical services (EMS) mutual aid response to adjacent fire districts and towns/villages to support their operations. Last year, South Line Fire District #10 provided EMS standby services nine (9) times to local sporting events both inside and outside of our fire district.

If South Line Fire District #10 does not respond to an alarm within five (5) minutes, Bellevue Fire District #9 is alerted to the call. In the event that South Line Fire District #10 is lacking in Advanced Life Support personnel and or ambulances, and AMR is unavailable, South Line Fire District #10 has a signed mutual aid agreement with East Seneca Fire District #4 for advanced life support intercept and ambulance coverage (Attachment 5).

In 2023, South Line Fire District #10 responded to 1,248 alarms, including 355 fire responses and 893 rescue and EMS. South Line Fire District #10 was awarded its temporary advanced life support municipal CON in November of 2022. Immediately following the issuance of the certificate and department inspection, our Ambulance 8 was deployed to the Town of Hamburg for mutual aid services during a mass weather event per the request of NYSDOH Bureau of EMS Chief Mager. Since November of 2022, South Line Fire District #10 has completed ninety-five (95) emergency medical transports.

In September of 2022, South Line Fire District #10 began focusing statistics on increased demand on AMR primary response to our fire district within the Town of Cheektowaga was being overtaxed with the increased call volume and demand to their contracted services to the Town of Cheektowaga. There were recorded instances where AMR had been unavailable to respond or had an extended estimated time of arrival. Since then, our membership has recorded fifty-eight incidents (Attachment 6). This data is an important demonstration of the need for our transport services. All of our records can be cross-referenced with records from Cheektowaga Fire Control by using the listed incident numbers. The instances were strictly for co-fire department and AMR responses in the South Line Fire District #10. The data does not include private calls through AMR, nor calls determined to be ambulance-only responses by Cheektowaga Fire Control.



## **SOUTH LINE FIRE DISTRICT NO. 10**

### **BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

The South Line Fire District #10 operates within the basic life support and advanced life support protocols set forth by the State of New York and WREMAC. All personnel are trained via NYS Department of Health-certified EMS training programs. Providers maintain their certification according to the criteria established by the state. Additionally, providers will demonstrate their skills annually in accordance with the guidelines established by WREMAC.

The South Line Fire District #10 EMS providers participate in a quality assurance program administered by several members within our department. This program is detailed in our standard operating procedures in accordance with part 800 sections 26-30 of the New York State Department of Health law. Additionally, the fire district provides regular training for members on topics relevant to EMS care and rescue operations.

The South Line Fire District #10 has budgeted both for the Certificate of Need (CON) process and the associated continuing costs (Attachment 7). All necessary equipment (i.e. advanced life support supplies, monitor AED) was acquired prior to the time for use in our existing operation. The necessary funds are budgeted to continue this function. Additionally, the South Line Fire District #10 has begun billing for its EMS services when appropriate through professional ambulance billing (PAB) (Attachment 8). The South Line Fire District #10 has the pleasure of contracting with Doctor John Mcnamara for medical direction under UBMD, we have also been approved for ALS transport by WREMAC in 2022 (Attachments 9). Recently, the district sent written endorsement requests to the businesses in the district, area fire departments, and other government organizations. The district received an overwhelming amount of written endorsements back which expressed for our service to continue and expand (Attachment 10).

In 2023, the Town of Cheektowaga contracted with CGR to conduct a comprehensive evaluation and study of the EMS system within the town. CGR began engaging in the study in mid-2023 and conducted interviews with each fire district in town, AMR, Cheektowaga Dispatch, Erie County and New York State officials, medical directors, and other EMS agencies. Some initial key findings of the study are that "there is no adequate backup for AMR, although new Erie County EMS might have that ability". "There is a concern that EMS call volume will wear on volunteers". "EMS workforce is thin in the area and it's a very heavy competitive environment." "By population, the call volume will go up". (Attachments 11).

The South Line Fire District #10 has notified the appropriate organizations and parties of this application as per Article 30 of the New York State Public Health Law (PHL). Notifications included all Ambulance and Advanced Life First Response services within the proposed operating territory, all EMS Medical Directors in the region, all Hospital CEOs, all Hospital emergency department Directors, the CEOs of all municipalities, all ambulance services in areas adjacent to the proposed operating territory, and all hospitals in areas adjacent to the proposed operating territory. (Attachment 12).



## **SOUTH LINE FIRE DISTRICT NO. 10**

### **BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

We anticipate that the acceptance of this application will continue our 24/7 service available to the community. **This should be complementary to the Paramedic services provided by AMR. We don't anticipate for there to be a negative financial impact for AMR due to our transport services currently being a secondary response and when AMR is unavailable/has an extended response time. Other than AMR, there are currently no other EMS transport services contacted within the Town of Cheektowaga therefore we do not expect an adverse impact of our proposed service on any existing service(s).** At this time, South Line Fire District #10 is submitting an application package to remain a municipal ALS transport agency. We are submitting for an operating territory for the South Line Fire District No. 10, in the alternative, the Town of Cheektowaga. We understand that this application will be forwarded to the Wyoming-Erie Regional EMS Council for the certificate of need process.

We stand ready to answer any questions regarding our application. If you have any questions, you may contact Commissioner Todd Roland at (716) 583-4100 or Captain Spencer Bruno at (716) 316-5564.

Todd Roland, Commissioner  
South Line Fire District #10

Spencer Bruno, Captain  
South Line Fire District #10

**FORM 3778s AND SENSITIVE PERSONAL INFORMATION  
REDACTED FROM PUBLISHED APPLICATION**

1

Agency Name  
South Line Fire Dist. 10

Agency Code  
6283

Date Submitted  
06/03/24

Page 1 of 3

List All Personnel Alphabetically		DOB	DOH issued ID number	DOH Certified Personnel Expires	Level of Certification (check one)				Check Other Levels	
Last name,	First name	MM/DD/YY			CFR	EMT	AEMT	CC	P	CPR/AED First Aid
Atkinson	Andrew		309017	01 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brennan	Robert		426715	02 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Broad	Joshua		380977	07 / / 24	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bruno	Spencer		469233	08 / / 24	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cunningham	Robert		489201	02 / / 25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dayton	Andrew		227101	03 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Digiacomio	Michaela		489203	02 / / 25	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fahner	Paul		422761	07 / / 25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fisher	Joseph		258928	03 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forrest	Brian		409833	03 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gates	Daniela		312705	02 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gates	Joshua		343300	08 / / 24	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hejmanowski	Brendan		474166	06 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hejmanowski	Brian		064863	06 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hejmanowski	Ryan		343250	02 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hoch	David		474329	08 / / 24	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jafari	Ali		317635	05 / / 27	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerozal	Bernard IV		409997	09 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jerozal	Bernard Jr.		334222	10 / / 25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Agency Name  
South Line Fire Dist. 10

Agency Code  
6293

Date Submitted  
06/03/24

Page 2 of 3

List All Personnel Alphabetically			DOB	DOH Certified Personnel		Level of Certification (check one)					Check Other Levels	
Last name,	First name	MM/DD/YY	DOH issued ID number	Expires	CFR	EMT	AEMT	CC	P	CPR/AED	First Aid	
Johnston	Amelia		515414	07 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jurek	Jason		303861	07 / / 25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Krakowiak	Rebecca		480536	02 / / 25	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lemke	Chris		447885	10 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Licht	Matthew		447885	06 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ma	Ky		437477	02 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marong	Antonio		521397	01 / 27 /	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Martinez	Larry		272018	11 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Matthews	Crystal		268782	05 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mohamed	Athena		456428	11 / / 25	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Monkelbaan	Jonathan		409781	03 / / 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Moore	Jeffrey		356867	02 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Orwat	Thomas		159199	05 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ozella	Giuseppe		521399	01 / / 27	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Profic	David Jr.		393388	10 / / 25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Przybylo	Donald		167862	08 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Richard	Thomas		343274	07 / / 24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Roland	Todd		129479	08 / / 24	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rydzynski	Dennis Jr.		183897	10 / / 26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

[illegible]



2

# **South Line Fire District #10**

## *Standard Operating Guidelines*



**Prevent  
Protect  
Preserve  
Respect**

***A collaborative effort of South Line District #10 Leadership to provide consistent and strategic service to the residents of South Cheektowaga and surrounding areas.***



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## **Section 8 EMS Operations**

- 8.01 Training Requirements
- 8.02 DOH Recertification
- 8.03 House Call Operations
- 8.04 Industrial Call Operations
- 8.06 Infection Control Policy
- 8.07 Mass Casualty Incident Procedures
- 8.08 Global Pandemic Response Plan
- 8.09 Electronic Patient Care Reports (EPCR)
- 8.10 Ambulance Operations
- 8.11 Unattended Death
- 8.12 Treating Minors
- 8.13 Treating and Transporting Patients With Reported Psychiatric Problems
- 8.14 Refusal of Evaluation, Treatment, & Transport
- 8.15 Vehicle Inspection and Restocking of EMS Vehicles
- 8.16 Continuing Quality Improvement (CQI) Program
- 8.17 Reportable Incidents
- 8.18 Domestic Violence

## **• Section 9 Safety**

### **9.6 Wellness Program**



## **Section 8 EMS Operations**

### **8.01 Training Requirements**

#### **Purpose**

The South Line Fire District proudly provides it's residents and businesses with leading emergency medical services 24/7. To assure that residents receive adequate emergency medical care, the South Line Fire District requires every new incoming member to achieve the New York state certification of Emergency Medical Technician Basic (EMT-B) in order to pass the probationary firefighter stage. Accompanying the EMT-B certification, members are required to participate in the continuation of medical education (CME) drills in order to maintain their certification.

#### **Scope**

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10 that hold or are seeking to achieve an emergency medical certification.

#### **Guidelines**

- A. Members will not come off of the probationary firefighter stage unless they pass and hold the New York State EMT-B certification.
- B. Members must hold the minimum certification of EMT-B for at least nine (9) years/two recertification periods on top of their original certification.
- C. EMS providers are required to attend EMS related training and drills to maintain their certifications and yearly credentials including but not limited to, CPR, New York State EMT practical skill stations, and WREMAC skills.
- D. After one (1) year of holding the EMT-B certification, members seeking to upgrade their level of care to Advanced EMT (AEMT) may submit a letter of interest to the EMS Coordinator for sponsorship.
- E. Providers that hold the level of care of Paramedic+ may only provide care at the AEMT level when acting under the South Line Fire District.



## 8.02 DOH Recertification

### Purpose

These guidelines serve as a reference to the EMS leadership of the South Line Fire District as well as all EMS providers to outline the recertification process. EMS providers of the South Line Fire District are strongly encouraged to participate in it's EMS recertification process as opposed to retaking the entire course off-site every three (3) years.

### Scope

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10 that hold the level of care of New York State certified EMT and AEMT.

### Guidelines

- A. The EMT-B recertification process includes five (5) components; 20 hours of online refresher training, 5 hours of additional "mandatory topics", an additional 20 hours of CE credits (earned by attending drills), practical skills competency exam, and the possession of a valid/active AHA CPR card.
- B. The AEMT recertification process includes five (5) components; 25 hours of online refresher training, 5 hours of additional "mandatory topics", an additional 20 hours of CE credits (earned by attending drills), practical skills competency exam, and the possession of a valid/active AHA CPR card.
- C. It is the responsibility of the EMS provider to assure that they fulfill their hours and training requirements at least ninety (90) days prior to their cards expiration date. Failure to do so may result in loss of certification.
- D. Department EMS leadership and certified preceptors/CLIs are responsible for hosting training and drills to provide the membership with ample CME opportunities, practical skills evaluations, and guidance for online training courses.
- E. Members that hold the level of care of Paramedic+ may NOT participate in the South Line Fire District's recertification program.
- F. Department leadership is responsible for filing the final recertification application/paperwork in conjunction with American Medical Response.



## 03 House Call Operations

### Purpose

To safely provide effective first aid during house calls to all of the residents of South Line Fire District #10

### Scope

This policy pertains to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

### Guidelines

- A. All available South Line Firefighters will respond to the nearest South Line Fire Station. If running a blue light all firefighters need to remember to follow all vehicle and traffic laws including the posted speed limit.
- B. All South Line Firefighter will put on a reflective vest, assigned EMS jacket, or turn out gear.
- C. Southline Firefighters will respond in the ambulance (8, 8-1) in the event that they are already dispatched on a call and a second call for assistance comes when Boxwood will respond with Rescue 7, and the Main Hall Engine 2. In the event of a third call, Main hall will take Engine 3 when Boxwood Engine 1.
- D. At minimum each responding apparatus will contain one (1) approved driver, and at least two (2) EMT- Basics or higher.
- E. The officer of the responding apparatus will call responding and listen to the radio for any updates from either Cheektowaga dispatch or on scene South Line Fire Chief, or the South Line EMS Coordinator.
- F. The on scene Chief or EMS Coordinator will provide instructions as to what equipment will be needed on the scene, and where you may need to park or enter the scene.
- G. On scene if no direction is provided by a Chief or the EMS Coordinator responding apparatus will park 1 house before and 1 house after, making sure to leave room for the responding ambulance.
- H. If no specialized equipment is requested South Line Firefighters will bring in at minimum the E and ALS house bags, the cardiac monitor/AED, infrared thermometer and the clipboard. All firefighters will don appropriate PPE prior to making patient contact.
- I. The second responding unit will remain outside of the residence unless directed otherwise by the officer in charge. This unit will be responsible for assisting with setting up the stretcher or bringing in any further equipment such as a stair chair, binder lift, etc.
- J. South Line Firefighters will then provide the responding ambulance with a patient care report, and assist with packaging of the patient.
- K. Once the patient has been loaded into the ambulance, or remains at the scene South Line unit will clear the scene. The unit that arrived first or has the PCR will call South Line back in service when they return to the Fire Station. In the event that there is a rider on the ambulance, dispatch



- will be notified by radio as we clear the scene "1 firefighter aboard AMR 555 to ECMC, South Line not in Service"
- L. Back at the Fire station restock/decontaminate the apparatus of the equipment used. Make sure the apparatus is ready to respond to the next alarm.
  - M. In the event that SLFD personnel are unable to make patient contact due to a residence being locked, the following steps will be taken:
    - The officer in charge of the alarm will radio into dispatch and confirm the address of the incident. They will then ask if there is any key holder, lock box, or entry information for the premises.
    - Personnel will check every accessible door and window of the residence and assure that they are all locked.
    - Personnel will then force entry into the building if there is a potential of danger to life and health.
  - N. If a patient cannot be located, SLFD personnel shall radio into dispatch confirming the location the patient and request a call-back to the patient by telephone. SLFD personnel will also thoroughly check the immediate and surrounding areas of the origin of the call. This will be appropriately documents on the EPCR.
  - O. Once on location, every effort should be made to safely access the patient as quickly as possible. The decision to gain entry into a residence should be determined by the patient's condition, the information on hand and the ability to obtain a key. If forced entry is needed, law enforcement should be notified, in the event documentation is needed for damage to property. In most cases it will be the Chief officer on scene decision to gain entry and be the ones to force entry. The EMT crew will also note this accordingly on the EPCR.
  - P. In entrapment situations, crews must be familiar with their surroundings and events that will take place. If a crew member must enter the vehicle, whether extrication is taking place or not, they will wear personal protective equipment. Disentanglement of patients should be the responsibility of the Fire department on scene. EMS will assist as requested taking into consideration broken glass, debris and non-deployed airbags.

## **8.04 Industrial Call Operations**

### **Purpose**

To safely provide effective first aid during industrial incident calls.

### **Scope**

This policy pertains to ALL members' of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

### **Guidelines**



- A. All available South Line Firefighters will respond to their assigned South Line Fire Station. If running a blue light all firefighters need to remember to follow all vehicle and traffic laws including the posted speed limit.
- B. All South Line Firefighter will put on their respective turnout gear.
- C. Southline Firefighters from the Main Hall will respond with Engine 2, and Boxwood Firefighters will respond with Rescue 7
- D. At minimum each responding apparatus will contain one (1) approved driver, and at least two (2) EMT- Basics or higher.
- E. The officer of the responding apparatus will call responding and listen to the radio for any update from either Cheektowaga dispatch or on scene South Line Fire Chief, or the South Line EMS Coordinator.
- F. The on scene Chief or EMS Coordinator will provide instructions as to what equipment will be needed on the scene, and where you may need to park or enter the scene.
- G. On scene if no direction is provided by a Chief or the EMS Coordinator responding apparatus will park 1 house before and 1 house after, making sure to leave room for the responding ambulance.
- H. If no specialized equipment is requested South Line Firefighters will bring in at minimum the E and ALS house bags, the cardiac monitor/ AED, infrared thermometer and the clipboard. All firefighters will don appropriate PPE prior to making patient contact.
- I. The second responding unit will remain outside of the residence unless directed otherwise by the officer in charge. This unit will be responsible for assisting with setting up the stretcher or bringing in any further equipment such as a stair chair, binder lift, etc.
- J. South Line Firefighters will then provide the responding ambulance with a patient care report, and assist with packaging of the patient.
- K. Once the patient has been loaded into the ambulance, or remains at the scene South Line unit will clear the scene. The unit that arrived first or has the PCR will call South Line back in service when they return to the Fire Station. In the event that there is a rider on the ambulance, dispatch will be notified by radio as we clear the scene "1 firefighter aboard AMR 555 to ECMC, South Line not in Service"
- L. Back at the Fire station restock/decontaminate the apparatus of the equipment used. Make sure the apparatus is ready to respond to the next alarm.
- M. In the event that SLFD personnel are unable to make patient contact due to a building being locked, the following steps will be taken:
  - The officer in charge of the alarm will radio into dispatch and confirm the address of the incident. They will then ask if there is any key holder, lock box, or entry information for the premises.
  - Personnel will check every accessible door and window of the residence and assure that they are all locked.
  - Personnel will then force entry into the building if there is a potential danger to life and health.
- N. If a patient cannot be located, SLFD personnel shall radio into dispatch confirming the location of the patient and request a call-back to the patient by telephone. SLFD personnel will also





- thoroughly check the immediate and surrounding areas of the origin of the call. This will be documented appropriately on the EPCR
- O. Once on location, every effort should be made to safely access the patient as quickly as possible. The decision to gain entry into a residence should be determined by the patient's condition, the information on hand and the ability to obtain a key. If forced entry is needed, law enforcement should be notified, in the event documentation is needed for damage to property. In most cases it will be the Chief officer on scene decision to gain entry and be the ones to force entry. The EMT crew will also note this accordingly on the EPCR.
  - P. In entrapment situations, crews must be familiar with their surroundings and events that will take place. If a crew member must enter the vehicle, whether extrication is taking place or not, they will wear personal protective equipment. Disentanglement of patients should be the responsibility of the Fire department on scene. EMS will assist as requested taking into consideration broken glass, debris and non-deployed airbags.

## 8.06 Infection Control Policy

### Purpose

With the implementation of universal precautions the incidence of prehospital care provider exposures to blood-borne pathogens should be minimized. However, mishaps will occur and the South Line Fire District has developed this post exposure policy.

While an exposure to blood or body fluids may be a frightening experience for any patient care provider, fortunately few of these exposures will result in any physical sequelae. It is the hope that through initial and routine education of prehospital care providers this emotional trauma will be minimized; and post-exposure reporting and follow-up confidential medical evaluation of the exposed prehospital care provider will be streamlined.

### Scope

The following policy is a general guideline to assist all fire department personnel in the event of any exposure. It is based on OSHA standards, Occupational Exposure to Bloodborne Pathogens Final Rule, and Ryan White Comprehensive AIDS Resources Emergency Act as well as on the current standard of care of occupationally exposed health care providers. The components will include health history and documentation of fire district personnel, furnishing personal protective attire, education programming and training, immunization programs for hepatitis evaluation of TB and TD status, cleaning/disinfection procedures, and quality compliance monitoring.

### Guidelines



- A) **What is an Exposure** - An exposure is defined as any incident involving the contact of blood and or any body fluid from any patient, in any manner, with any portion of prehospital care provider, must immediately be reported to the EMS Coordinator. These exposures must be documented and a determination must be made as to if the exposure is significant.
- B) **Significant Exposure** - The contact of blood, semen, vaginal secretions, cerebral spinal fluid, sensorial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva, dental procedures, and any other body fluid that is visually contaminated with blood with a prehospital care provider's mucous membranes, non-intact skin, or through piercing the skin or mucous membranes is considered a significant exposure. Any prehospital care provider who is determined to have had a significant exposure should be offered confidential post exposure medical evaluation and follow up and source patient information should be requested according to the Ryan White Comprehensive AIDS Resource Act.
- C) **Exposed Prehospital Care Provider Actions** - The exposed prehospital care provider should immediately wash any exposed skin with soap and copious amounts of water, a flush or flush exposed mucous membranes with copious amounts of water. If available, Betadine solution as well as alcohol antibacterial solutions will also be helpful on non-mucous membrane areas. The exposed prehospital care provider should then complete and sign the agency notification form and report the exposure to the EMS Coordinator. The designation officer should then sign and date the agency notification form. If the designated officer is not immediately accessible, and if the exposed prehospital care provider feels that immediate medical evaluation is necessary, he or she should report to the nearest emergency department within one (1) hour of exposure.
- D) **Designated Officer actions** - immediately after being notified of an exposure by the prehospital provider, the agency notification form should be reviewed and signed and evaluation and determination of significance should be established (either significant or non-significant). If deemed significant, source patient information request form should be filled out and should be forwarded to the medical agency responsible for the care of the source patient. In addition to a signed letter requesting that a determination be made as to whether the prehospital care provider was exposed to and infectious disease. Reporting should adhere to all HIPPA regulations by both the pre hospital agency as well as the source patient's medical agency.
- E) **When and Where To Seek Post Exposure Medical Evaluation** - When any exposure is reported the pre-hospital care provider should be evaluated and treated as recommended guideline of CDC MMWR. The pre hospital care provider will be transported immediately within the allotted time frame of exposure care.



## 8.07 Mass Casualty Incident Procedures

### Purpose

- A. Most MCI's occur without notice, yet require a major response effort. Because of the number of casualties, first arriving emergency workers are often overwhelmed. The purpose of this SOP is to outline how Mass Casualty Incidents [MCI] will be responded to and managed differently than a normal response system. This will be a guide to help develop procedures for a multi-sectoral approach to an MCI where the goal is to minimize disabilities and the loss of life, while making maximum use of available resources.
- B. To ensure the efficient use of medical and rescue manpower, equipment and facilities, through coordinated response of all agencies involved.
- C. To avoid the relocation of the disaster from the scene to the hospitals or health care facilities through the use of field triage and priority evacuation.

### Scope

This policy pertains to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

### Definitions

- A. **Mass Casualty Incident (MCI)** – Any event resulting in a number of victims large enough to disrupt the normal course of emergency and health care services.
- B. **Stabilization** – The medical measures used to restore basic physiologic equilibrium to a patient and to facilitate future definitive care, in order to ensure survival.
- C. **Triage** – The sorting of casualties according to the nature and severity of their injuries.
- D. **Command Post** – The location at the scene where command, coordination, control and communication for the activities are centralized.

### Guidelines

- A) These procedures shall be implemented when the Officer on the first arriving unit determines that multiple patients have been involved in an incident and will be required to be triaged, treated, and possibly transported from the scene to local area hospitals. Due to the potential for hazardous materials (HazMat) or weapons of mass destruction (WMD) in mass casualty incidents, extreme care should be taken to minimize risk to respondents. Other protocols may need to be integrated.
  - 1. The first arriving officer shall be responsible for the initial scene assessment and coordination of the MCI response. He/she shall then assume Incident Command (IC) in accordance with Department Policy and Procedure and notify the Communications Office, designating the incident as an "MCI." The size-up report should also include the nature of the incident, an approximation of the number of victims, allowing the Communications Office to anticipate the resources required to meet the immediate needs. The initial Incident



Commander (IC) shall remain in command until the command is transferred or incident is stabilized and command is terminated. The command is responsible for completion of the tactical objectives.

2. The general tactical objectives, listed in order of priority, are:
  - A. Remove endangered occupants and treat the injured.
  - B. Stabilize the incident and provide for life safety.
  - C. Ensure that the functions of triage, extrication, treatment and transport are established as needed and performed appropriately.
  - D. Provide for the safety, accountability, and welfare of rescue personnel and victims.
3. The command must consider the fact that if strong control of the incident is not gained quickly, it could easily escalate into an out-of-control situation. An MCI could have a lot of unorganized, well-intentioned efforts by civilian personnel. This situation may make the entire operation unsafe. The command must focus attention early on in the MCI to have a strong Command structure that will support the operation.

**B) Pre-Rescue Operations:**

1. Emergency personnel – if an MCI happens while emergency personnel are on a scene, accountability of personnel shall occur. The command shall have all personnel report to the staging area to account for all emergency personnel.
2. Scene perimeter – command should place a perimeter around the entire MCI and keep incoming civilian personnel out of the area. A central location should be established for entering and leaving the perimeter. This point of control is to ensure that only appropriate personnel are entering the scene. **No one will be allowed to enter the scene unless they enter through this point of control.**
3. Non-essential traffic – command should attempt to make roadways to and from the scene open for emergency traffic. This may include working with the police department for re-routing of all traffic around the scene.
4. Victim staging area – command should establish an area away from the MCI scene for treatment and transportation of victims.
5. Emergency personnel and apparatus response and staging (levels one and two):
  - A. The command should establish staging areas for incoming emergency personnel and apparatus. Level one staging should be no further than one block from the scene and shall be used for personnel and equipment that will be needed at the MCI scene. Level two staging should be used for personnel and equipment in reserve; this could also include specialized equipment from outside resources. The distance from the scene should be far enough from the scene as not to congest the area but close enough for the prompt response of equipment and personnel.
  - B. The command shall establish a Staging Officer for the Level One staging area. The Staging Officer shall keep the status of all personnel and equipment leaving and entering staging. If a Level Two staging is needed, a Level Two Staging Officer shall be established and shall keep the status of all equipment and personnel leaving and entering the staging area.
  - C. The command shall contact the Level One Staging Officer for personnel and equipment that is needed at the scene.
  - D. When the condition of the MCI is deemed large enough to have a Level Two staging and the command has the need for mutual aid from outside departments.



the location of the Level Two staging should be added with the page for t personnel and equipment to report.

- E. All incoming equipment and personnel entering or leaving either staging ar shall report to the Staging Officer.
- F. All apparatus should be placed in both staging areas so that they are facing t direction of travel to the scene.
- G. All personnel and equipment shall remain in staging areas unless otherw directed by command.
- H. Apparatus response – the first responding pieces of apparatus from our f company shall be as follows (this may be subject to change based on size and sca of the incident):

- 1. Station 1 (Main Hall)
  - a. First due-out Engine (Engine 2 or Engine 3)
  - b. Ambulance 8
  - c. Truck 6 (If needed for recovery efforts or more manpower)
- 2. Station 2 (Boxwood)
  - a. Emergency Heavy Rescue 7
  - b. Ambulance 8-1

- I. If a second alarm (e.g. fire or medical) is reported, the command shall be notified. T Command shall then notify the Staging Officer for appropriate personnel a equipment to respond to the second incident. If a Level Two Staging has be established then the Level Two Staging Officer shall be notified for the appropri personnel and equipment to respond to the second incident. After the incident completed, the personnel and equipment that had left Level Two Staging sh report back to the staging area and report in with the Staging Officer. The Stagi Officer shall then notify the command that the incident has been completed a equipment and personnel are back in staging.

#### C) Rescue Operations:

- 1. Once Command has been established, the Incident Commander (IC) should quickly surv the scene for any hazards or safety concerns and should be marked for crews to ta precautions until the said area is deemed safe or stabilized (e.g. cribbing, shoring). The should establish the Incident Command System including one personnel as Safety Offi to oversee scene safety. Depending on manpower availability, MCI specific roles should established in conjunction with the MCI management kit; Triage Unit Leader, Treatme Unit Leader, Minor Treatment Manager, Delayed Treatment Manager, Immediate Treatment Manager, Morgue Manager, Medical Communications Coordinantor, Patie Transportation Unit Leader, and Ground Ambulance Coordinator.
- 2. Triage should be started as soon as possible; command should appoint one person Triage Officer. The Triage Officer should be the most knowledgeable medical person available. No triage should be done to patients that are in a collapse or unsafe portion the incident until the said area is deemed safe or the victim is brought out of the said ai for triage. If the area contains hazardous material and there are victims inside t hazardous area, the victims shall be brought to the triage officer after removal a decontamination by a HazMat Team member.
- 3. During the triage stage, the patients should be marked with the triage tags; the tags i used to identify the severity of injuries. Triage should continue and reevaluations of



patients until all patients are removed to the Triage and Transportation area. When possible the patients should be treated and transported to the following areas:

- A. Immediate (red tag)
  - B. Delayed (yellow tag)
  - C. Minor (green tag)
  - D. Fatality (black tag)
4. After all victims that are not in an area deemed unsafe or in a collapse zone have been triaged and moved to the triage and transportation area, the IC should establish rescue teams for the collapse or hazardous area. These teams shall be two trained personnel and could include members of the HazMat team, Technical Rescue (e.g. confined space) or other specialized teams that may be needed to ensure the rescue of all victims. Other resources (e.g. cranes, front-end loaders) may be needed and could be essential to rescue operations; they should be operated by qualified operators under the direction of the rescue teams.
  5. When the search teams are searching a building and have received a "positive" find (e.g. acoustic, voice), the building should be verified again by another means if possible (e.g. search dogs or shouting). If the building is known to have live victims trapped, rescue teams shall make all possible attempts to locate the victims. If the rescue team must support structural components of the building prior to entry, they shall do so and make the area as safe as possible prior to rescue operations.
  6. Once an area of the collapse or hazardous area has been cleared of all victims, the area should be marked as such and Command notified that the area is cleared. The marking of the area cleared lets other rescue teams know that the area has been searched and victims are removed.
  7. After all located victims have been removed from the building; the rescue teams should "pull out" of the collapse or hazardous area and update the marking system. Rescue teams should keep in mind that any cribbing and shoring in place should be left in place. Removal of those systems could precipitate a secondary collapse.
  8. Prior to termination of the incident, Command shall account for all personnel that have been operating at the collapse site. Each company officer should ensure crew and equipment accountability before returning to service. If Command has not previously addressed the issue of C.I.S.D., he/she may consider doing so during the termination phase.
- D) Additional considerations:
1. Rotation of crews
  2. Heat and cold; consider the effect on victims and rescuers
  3. Effects of rain or snow
  4. Time of day and proper lighting for night operations
  5. Effect on family and friends; keep family informed.



## 8.08 Global Pandemic Response Plan

### Purpose

To provide safety and maintain the health and lives for South Line Fire District 10 personnel during a declared global pandemic as well as outline the minimum quantities of personnel protective equipment (PPE) that will be adequate during a pandemic.

### Scope

This policy pertains to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

### Guidelines

- A. **Continuous Updates** - ALL South Line Fire District personnel shall abide by the latest local, state, and federal guidelines related to the given pandemic. South Line Fire District members and leadership are responsible for continuous education on the current pandemic and communication related to it.
- B. **Routine Equipment Cleaning** - Any apparatus that are responding to or could have the potential of transporting persons suspected of harboring, or transmitting a novel influenza virus, are cleaned using the same procedures used for patients on standard precautions unless the infecting microorganism(s) and the amount of environmental contamination indicate special cleaning. Thorough cleaning, adequate disinfection of patient care equipment, apparatus interior and all other surfaces exposed is indicated for certain pathogens, which can survive in the inanimate environment for prolonged periods of time. The methods, thoroughness, and frequency of cleaning and the products used are determined by the infection control policy and most current recommendations from CDC and local health departments. Fire department stations should be routinely cleaned with particular attention to areas such as doorknobs and keyboards that are touched by multiple personnel.
- C. **Reduction of Equipment and Personnel Exposed** - On routine EMS alarms, personnel should limit the exposure of equipment and personnel to potential infectious disease pathogens. Personnel should limit the amount of equipment brought into the exposure area or location of the alarm including but not limited to house bags, cardiac monitors, and lifting equipment. To limit exposure of equipment and personnel, it is recommended that on potential infectious disease-related alarms, the least amount of personnel and equipment is to enter the immediate area of exposure or call location. Other personnel on the scene should stage in apparatus unless their assistance is required as ordered by the officer in charge of the alarm. The district is also recommended to establish limitations on how many firefighters may be on one apparatus at one time.
- D. **Minimum Personal Protective Equipment and Cleaning Supplies Inventory** - To protect the well-being and safety of its personnel, the South Line Fire District must maintain a minimum of three (3) months supply of personnel protective equipment (PPE) and cleaning supplies at all





times. Below is a list of equipment and the quantities that the district must maintain in supply that will last three (3) months of duration. For some items, the district shall consider assigning personnel their personal PPE i.e. eye protection to keep on their person and disinfect when use instead of using them one time per call. The quantities below were calculated by taking into account an estimated amount of 80 EMS alarms per month, all chiefs, EMS Coordinator, and the full EMS apparatus on the scene of the alarm (total of 14 people on the scene of the alarm) assuming that they are used once and thrown out after the alarm.

PPE	Amount	PPE	Amount
Small Nitrile Gloves	67 Boxes of 100 gloves	Face Shields	3,360 Shields
Medium Nitrile Gloves	67 Boxes of 100 gloves	Surgical Masks	3,360 Masks
Large Nitrile Gloves	67 Boxes of 100 gloves	N-95 Respirator Masks	3,360 Masks
XL Nitrile Gloves	67 Boxes of 100 gloves	Hand Sanitizer	2 Gallons
Eye Protection	3,360 Glasses	Disinfecting Surface Wipes	12 tubs (160 wipes per tub)
Gowns	3,360 Gowns		

**E. Known Internal Exposure** - At the time that an active member of the South Line Fire District tests positive for the infectious disease, the district shall conduct contact tracing and put members that were exposed and tested positive for the disease out of service for a minimum of fourteen (14) days and after a negative test. Any surfaces, apparatus or areas that were exposed from the infectious disease will be locked out, put out of service, and thoroughly cleaned ASAP. Any member that tested positive for the infectious disease, internally or externally must quarantine for a minimum for fourteen (14) days and prove a negative test result in order to come back after the quarantine period.

**F. Known External Exposure** - Shall a member of the South Line Fire District test positive for the infectious disease, however they were not active or on fire district property for a window of fourteen (14) days prior to the positive test, the member will be placed on quarantine and out of service, however, there will be no need to disinfect equipment and stations. Any member that tested positive for the infectious disease, internally or externally must quarantine for a minimum for fourteen (14) days and prove a negative test result in order to come back after the quarantine period.



## 8.09 Electronic Patient Care Reports (EPCR)

### Purpose

These guidelines serve as a reference to the entire membership of the South Line Fire District and clarify specific policies related to EPCR.

### Scope

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10 that hold an EMS certification.

### Guidelines

- A. Any concerns with EPCR or log-ins shall be ran through the EMS chain of command starting with the EMS Captains.
- B. In the event that a firefighter needs a PCR deleted, they shall name the incident number on the PCR "DELETE ME" and then contact an EMS officer to request for the PCR to be deleted. When requesting for the PCR to be deleted, please include which computer the PCR is on, which unit/apparatus you were logged in under and the date that it was created.
- C. All practice/training PCRs must have the word "TEST" in the incident number.
- D. Certified EMS providers are the only members authorized to log into and submit EPCR; non-certified fire department members may assist with gathering and inputting information, however, they can not be listed on the report nor submit one.
- E. If there is not a certified provider on an alarm, an in-house paper copy "EMS alarm report" shall be completed by the non-certified firefighters, will be turned into the alarm box, and filed within the department. This is only completed when there is not a certified provider on the scene from either station or chief units.
- F. All EPCRs must be submitted no later than 24 hours after the time of alarm for an incident.
- G. Any provider that performs a procedure to a patient must be listed and signed on top of the EPCR as a care provider. Procedures include but are not limited to; vital signs, diagnostic procedures, treatments, medication administration, etc.
- H. Any provider listed on the EPCR shall sign for themselves, forging will not be tolerated.
- I. Under no circumstances shall EPCR users share their passwords to other members of the department.



- J. Apparatus are equipped with note-taking scrap paper to assist with the rapid acquisition of PCR information, however, all information recorded on paper shall be turned into the alarm box after an alarm to assure that it is disposed of properly.
- K. All procedures performed in the presence of SLFD, that are within the scope of practice the providers on the scene must be documented regardless of who performed them. Procedures will be marked with whoever performed them with either, SLFD providers name, or a different agency i.e. ambulance company, police department, etc.
- L. Due to security and HIPPA concerns, EPCRs should only be completed on district-owned computers that have the proper software installed on them.
- M. In the event of a motor vehicle accident (MVA), each patient that requests EMS attention shall receive their own individual PCR. In the event that there are multiple patients on scene of an MVA, however only one patient requests EMS attention, and one PCR shall be completed for the patient requesting EMS attention, however, it should be noted on the PCR that there were other parties on scene that refused EMS attention. Lastly, in the event that there is an MVA when there are no patients or everyone refuses EMS attention a no-patient contact PCR shall be completed documenting that all parties on the scene refused medical attention, or were already in the care of another EMS service prior to arrival.
- N. EPCR devices shall not be shut down. When finished using them, fold the screen down and shut the laptop to put it in sleep mode. With the laptops being in sleep mode, there will be little to no boot-up wait times.



## 8.10 Ambulance Operations

### Purpose

To provide guidance on South Line Ambulance #8 for both South Line Fire Dist. 10 personnel well as surrounding area fire departments.

### Scope

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10 and surrounding area fire departments.

### Guidelines

- A. The South Line Fire Dist 10. offers it ambulance as a secondary means of medical transportation for mutual aid only to it's bordering districts when there is a significant delay in a primary ambulance response permitting that a mutual aid agreement has been signed as per New York State Department of Health policy. A bordering fire district defined as one that shares a touching boundary with the South Line Fire District 10.
- B. The South Line Fire Dist 10. offers its ambulance as a secondary means of medical transportation for mutual aid for the remainder of surrounding area fire departments o in the event of a mass casualty incident. A mass casualty incident is defined as any ever resulting in a number of victims large enough to disrupt the normal course of emerger and health care services.
- C. For all out-of-district responses, South Line Ambulance #8 must be staffed at the Advanced Emergency Medical Technician level unless another South Line ALS provider responding to or is already on the scene.
- D. The minimum staffing level for in-district responses shall be a Basic Emergency Medical Technician and a qualified driver. An officer in charge of an incident may waive this minimum staffing requirement via radio communication at any time permitting that there are already certified medical personnel in route or on the scene.
- E. Under no circumstances shall the South Line Fire Dist. 10 violate the ambulance contra signed between the Town of Cheektowaga and American Medical Response. Personne the South Line Fire Dist. 10 are only permitted to serve as the primary means of medical transportation if an AMR ambulance is not assigned to the call or if the ambulance assigned to the call cannot meet the eight-minute response time for a hot response or twenty-minute response time for cold responses.
- F. Personnel of the South Line Fire Dist. 10 are permitted to initiate private medical transportation for their own department members, family, and close relatives. Before



transportation is initiated, personnel will landline the Cheektowaga emergency communications center to have an alarm number generated and conduct a briefing or the transport.

- G. South Line Ambulance #8 will be housed at both stations 1 and 2 on a rotating schedule. Station personnel will follow the posted response boards and ambulance #8 will be the second out apparatus for in-district motor vehicle accidents regardless of what station it is currently housed at.
- H. In the event that South Line Fire Dist. 10 personnel transport a patient that is the opposite sex of them, a starting and ending mileage will be broadcasted via radio communication when transport is initiated and upon arrival at receiving medical facility.
- I. Personnel not participating in the medical transportation are not expected to wait in quarters until South Line Ambulance #8 returns therefore they are dismissed when the remainder of apparatus are in quarters.
- J. When the South Line Fire Dist. 10 transports a patient, the district will remain on the alarm and "not in service". Personnel will call in service when South Line Ambulance #8 back in quarters.
- K. The on-board oxygen tank shall remain in the closed position whenever not in use to prevent leaks. The oxygen tank can be turned on through the inside window behind the oxygen seat.
- L. In the event that a patient seeks transportation to a hospital outside the area in which the service ordinarily transports patients to, the provider should take the following actions:
  - Determine a destination based on the acuity of the patient. If a patient is not stable it will be explained to the patient and or the family of the patient that the patient will be transported to the closest and most appropriate facility or critical access point hospital (CAH).
  - In the event that the patient is in high acuity and personnel pass a CAH or other facility, transport personnel must contact medical control for each facility passed.
  - In all other circumstances, the patient and family of the patient will be explained the benefits of each facility, however, SLFD personnel shall abide by the patient or family of the patient requests in terms of decision.
- M. In the event that a receiving hospital requests that a patient be transported to another facility before arrival at the hospital, SLFD personnel shall document this accordingly in the PCR and assure that the original destination fully understands the patient condition and treatment plan. While consulting medical direction regarding this matter, the provider will clarify the order and reason, alert the newly receiving hospital of the matter, document the order respectively in the EPCR, and afterwards notify the EMS coordinator.



- N. The South Line Fire District No. 10 has a signed mutual agreement with East Seneca Fire District No. 4 for ambulance aid and EMS aid.

## **8.11 Unattended death**

### **Purpose**

To provide guidance to South Line Fire Dist. 10 personnel when confronting an unattended death.

### **Scope**

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

### **Guidelines**

- A. Upon determining a patient as an unattended death beyond resuscitation, SLFD personnel will immediately demonstrate caution on the scene and limit the number of persons that enter the scene due to there being a possibility of investigation.
- B. Providers will utilize a minimum of 3 lead monitoring to confirm the absence of electric activity in the patient's heart. Upon acquiring an EKG reading, SLFD personnel will transmit the reading to the closest hospital for interpretation.
- C. Providers will contact online medical control, provide a report on the unattended death reference the EKG transmission, and request to confirm the patient.
- D. After confirming the patient with online medical direction, SLFD personnel will radio in dispatch and request a police response for a confirmation. While waiting for the police department, SLFD personnel will continue to maintain a chain of custody of the scene until their arrival.
- E. Upon the arrival of the police department, SLFD personnel will provide the police department with a report/findings and transfer the chain of custody of the scene.
- F. After all SLFD units are clear of the scene, the officer in charge will radio in that SLFD personnel are in service.



## 8.12 Treating minors

### Purpose

To provide guidance to South Line Fire Dist. 10 personnel when treating patients that are minors.

### Scope

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

- A. Personnel of the SLFD will follow New York State Department of Health policy [99-09](#) when confronting minor patients.

## 8.13 Treating and Transporting Patients With Reported Psychiatric Problems

- A. Emergency transport safety for the patient and the crew is the primary concern in the transport of the mentally ill patient. Personnel should make sure they do a thorough evaluation of the patient to find and treat possible medical causes of the behavior.
- B. The EMS provider will perform normal diagnostic tests and treatments to rule out a medical cause for their behavior, for example, blood glucose levels.
- C. For voluntary transport, the patient has agreed to be transferred to a facility for evaluation and treatment of an underlying mental illness. It is important to get a thorough report the patient prior to transport to avoid surprises en route. Voluntary committal patients can change their mind during transport. If the patient changes their mind, SLFD personnel shall notify police if they deem there is a risk to the patient's or others' health and or life.
- D. Patients who are being committed involuntarily must be placed on a legal hold by law enforcement, hospital staff, and or mental health specialists. Involuntary transports will followed by law enforcement and or include law enforcement inside of the transport ur





## 8.14 Refusal of Evaluation, Treatment, & Transport

### Purpose

To provide guidance to South Line Fire Dist. 10 personnel when treating patients who are minors.

### Scope

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10.

- B. Personnel of the SLFD will follow WREMAC Policy [1997-1](#) when handling a refusal of evaluation, treatment, and or transport.

## 8.15 Vehicle Inspection and Restocking of EMS Vehicles

### Purpose

To provide guidance for the South Line Fire District # 10 in reference to the vehicle inspection and restocking of equipment.

### Scope

This policy pertains to all members of the South Line Fire District # 10 that is responsible for equipping and inspecting the vehicles.

- A. All EMS vehicles shall be inspected weekly to be in compliance with NYS Part 800 and local WREMAC Ambulance requirements.
- B. All EMS vehicles shall be inspected weekly by EMS Captains or their designee.
- C. Weekly inspections shall be documented via computer documentation.
- D. All members are responsible for making sure that equipment is replaced after every call.
- E. EMS supply room is at the Main Hall 1049 French RD.
- F. If supplies are running low in the supply room notify the EMS Coordinator so that He/She can place a supply order ASAP.
- G. All BLS equipment is to be replaced from AMR on scene, as long as it doesn't interfere with patient care or transport as per the contract with AMR.



- H. In the event of a mechanical issue being found during an inspection, the member who discovered the issue is to fill out the Google form that notifies the District Mechanic, Lin Officers, Chief, and Commissioners of the issue.

## **8.16 Continuing Quality Improvement (CQI) Program**

### **Purpose**

To provide the South Line Fire District # 10 and its personnel with a program to improve patient care and continue EMS provider development through post-field case education.

### **Scope**

This policy pertains to all members of the South Line Fire District # 10 directly responsible for providing patient care in accordance with New York State EMS and local EMS protocols.

- A. All EPCR are reviewed for deficiencies in documentation including proper completion and submission of EPCR and refusal forms as well as protocol violations. If documentation completion deficiencies are found, it is tagged for CQI and logged as a review file which is sent to the author for review. If there is a deficiency in patient care, it is flagged as a clinical care issue and will be documented and sent to the author as well as the CQI Committee for review. It is then reviewed with the member and corrective action is taken such as remediation or consultation with the Medical Director, which will also be documented.
- B. The agency Medical Director or his Designee is sent all EPCR's with ALS interventions when medications are administered by Crews. The agency Medical Director will also review every EPCR from a member that may be placed on review by the agency CQI committee.
- C. Any EPCR flagged for quality improvement must be reviewed with that provider personally or by messaging. Any major and/or reoccurring deficiencies may also be reviewed by the Medical Director.
- D. The CQI Committee is staffed by the Medical Director or designee, EMS Coordinator, 2 EMS captains, Fire Chief, and/or assistant chiefs as appointed.



## 8.17 Reportable Incidents

### Purpose

To clarify to the personnel of the South Line Fire District #10 of their duty to report certain incidents encountered on EMS calls for service.

### Scope

This policy pertains to all members of the South Line Fire District #10 directly responsible for providing patient care in accordance with New York State EMS and local EMS protocols.

#### A. Reporting Suspected Child Abuse -

All NYS providers are mandated reporters and have the legal responsibility to report any case of suspected child abuse or maltreatment to the Attending Emergency Department Physician immediately upon arrival at the hospital as well as reporting the suspected child abuse or maltreatment of the NYS Child Abuse and Maltreatment Register at 1-800-635-1522 immediately following the conclusion of a call. Providers must also fill out a Report of Suspected Child Abuse or Maltreatment form (DSS-2221-A) and mail it to the

Office of Children and Family Services  
Forms Management, Room 101  
South Building  
52 Washington Street  
Rensselaer NY 12144

If the suspected abuse occurs in a residential institutional facility, the form must be mailed to

NYS Central Register  
40 North Pearl Street  
Albany, NY 12243



## B. Reporting Suspected Elder Abuse -

Any crew member suspecting elder abuse from a home health aide or nursing facility should report their suspicion to the emergency room doctor upon arrival at the ED. Also notify the appropriate police agency if necessary and note all physical findings that coincide with your suspicions on the ePCR. If Elder Neglect is suspected, contact Adult Protective Services at 716-278-8621 during business hours.

## C. Reporting Suspected Criminal Activity -

If criminal activity is suspected, the crew will report their findings to law Enforcement for further investigation. If criminal activity is suspected by members within the South Line Fire Department, a report must be given to the Chief officer with a written statement of suspected criminal activity, any proof of incident, and witnesses to the incident. The Chief officer will follow up with an incident report and inform the Board of Fire Commissioners for further investigation.

# 8.18 Domestic Violence

## Purpose

To clarify to the personnel of the South Line Fire District # 10 of their duty to report certain incidents encountered on EMS calls for service while acting as a patient advocate, especially during encounters of domestic violence.

## Scope

This policy pertains to all members of the South Line Fire District # 10 directly responsible for providing patient care in accordance with New York State EMS and local EMS protocols.

- A. Domestic violence is defined as a pattern of behavior used by an individual to establish and maintain power and control over their intimate partner. The behavior includes abusive tactics, threats, and actions that may or may not rise to the level of criminal behavior. The victim may experience acts or threats of physical or sexual violence, as well as intimidation, humiliation, isolation, verbal abuse, and economic control. While some victims who are experiencing domestic violence present to the hospital with symptoms related to abuse, such as traumatic injury, others may show no signs of victimization. All victims of domestic violence may be at great risk of serious emotional, psychological, or



physical harm, including homicide. Domestic violence affects people of any gender, sexual orientation, race, ethnicity, socioeconomic status, age, or religion. It is important to remember that men, adolescents, and elders are also at risk of domestic violence. It is critical that health care providers screen for abuse with all patients regardless of gender, race, age, sexual orientation, or any other identity. All health care providers should also be able to recognize indicators of abuse exhibited by their patients, address the health consequences of abuse, and offer support. Pre-hospital staff can play a significant role in recognizing and responding to domestic violence, and in turn increase patient safety and improve patients' physical and emotional health. Interviewing patients about their intimate relationships in a trauma-informed manner increases the likelihood that patients will seek help and access resources. Even when a patient is not ready to acknowledge or disclose abuse, staff can inform patients that abuse is never their fault, that they are not alone, and that resources for help are available. Pre-hospital staff are not required to be experts on domestic violence; they are required to:

- Screen for domestic violence in a supportive, non-judgmental manner.
- Address health and safety concerns upon arrival at the destination hospital or appropriate law enforcement.

- B. Health care providers will be required to routinely screen patients for domestic violence. If domestic violence is suspected or confirmed, the health care provider will complete an assessment and provide treatment, as needed. Finally, they must contact the designated domestic violence coordinator upon arrival at the destination hospital, or proper law enforcement. The designated domestic violence coordinator must advise the patient of the availability of services from the local domestic violence organization. If the patient requests the presence of a domestic violence advocate, the designee will contact the organization and request an advocate respond to the hospital.
- C. **Screening Frequency** Routine screening is a key component to identifying domestic violence. All prehospital providers should be familiar with the indicators of abuse (complete list below). However, screenings should not be limited to patients who present with a complaint of domestic violence, or those with obvious or visual signs of abuse. The majority of patients who are experiencing domestic violence do not present with obvious signs and may not disclose abuse. Patients are more likely to disclose abuse and seek assistance when they are asked directly about their circumstances by a health care provider that they perceive as caring and supportive. Domestic violence screening must occur when a patient is admitted to the hospital, in all emergency department visits, and at predetermined intervals in ambulatory and specialty services.



D. **Screening Provider** The screening should not be completed at intake or triage. The primary assigned health care provider is responsible for completing the screening at the destination hospital. If Domestic Violence is suspected, upon arrival at the destination hospital, the transportation crew must alert the Emergency room Attending or designated domestic violence coordinator.

E. **Screening Steps** (Complete the 'Screening and Assessment Tool):

- 1) Ask any accompanying person to follow a transport vehicle on the way to designated Hospital.
- 2) Ask the patient to follow you to the back of the transport vehicle if possible.
- 3) Ask an accompanying partner to leave room to help with paperwork or follow up questions  
To separate the patient and partner
- 4) The patient may choose to have a support person stay with them during the exam  
A support person is someone that the patient has identified as an emotional or reassuring advocate, friend, or family member. Not all friends or family members who present with the patient are support persons, especially young children.
- 5) Use interpreters as needed or at the patient's request. Never use a friend or family member as an interpreter.
- 6) Use gender-neutral language. For example, use the term "partner" or the person's name.
- 7) Maintain eye contact and avoid checking notes or the computer.
- 8) Use an introductory statement before screening. It is useful to introduce screening universal practice. For example, state: "Because domestic violence is a common problem and affects the health and well-being of our patients, I ask all patients about their safety at home." - Ask questions that are specific to the patient and keep the screening conversational.
- 9) Ask questions about current and past domestic violence.
- 10) Ask questions that screen for an array of domestic violence tactics;
  - o Have you ever felt unsafe or been afraid of your partner?
  - o Is your partner trying to control who you see and talk to, where you go, what you wear, or how you spend money?
  - o Has your partner ever hit, kicked, slapped, choked or punched you?
  - o Has your partner ever forced you to perform sexual acts against your will?
  - o Has your partner ever threatened to hurt you or someone else that you care about?



- 11) When a patient presents with any indicators of abuse, ask the patient directly whether the injuries or complaints are a result of an assault or abuse by a partner or someone that the patient knows.
  - 12) Assess for feelings of shame, worthlessness, denial, or hopelessness.
  - 13) Communicate back to the patient that domestic violence is never their fault and that the patient has value and worth.
  - 14) Always respect the patient's readiness to discuss domestic violence or accept help.
  - 15) If domestic violence is suspected or confirmed, the prehospital provider provide treatment, as needed
- F. If the patient has a positive screen, respond to the disclosure. Offer a compassionate, supportive response. Recognize that a victim is often at greater risk in disclosing abuse because abusive partners may retaliate and threaten to harm a victim if they tell anyone. Use direct statements to reassure and offer support. For example, state: "Thank you for telling me. I'm concerned for you. There are so many people in similar situations - it's not your fault. You deserve to be safe. I can connect you with advocates that can help." - For next steps, refer to procedures for assessment, treatment, and referrals
- G. Report findings to designated hospital, not at triage or intake, notification to Emergency Room Attending physician and documentation of notification on E-PCR with facility name and Attending physician or hospital's Domestic Violence Coordinator. If transportation does not happen by South Line Fire Department, Notification to proper law enforcement and resources as needed.
- H. Indicators of Abuse The following table outlines indicators that signal the possibility of domestic violence or abuse. If any indicators are present, further screening and assessment is warranted to determine if abuse is a current or underlying issue impacting the patient's health or well-being.
- 1) History -
    - Chronic abdominal, pelvic or chest pain • Chronic, unexplained pain • Irritable bowel syndrome • Chronic gynecologic conditions • Sexually transmitted diseases • Exposure to HIV • Exacerbation of symptoms of a chronic disease such as diabetes or asthma • Headaches, migraines • Chest pain/palpitations • Chronic joint or back pain, headaches, numbness and tingling from injuries • Chronic fatigue • Non-compliance with medical treatment





2) Psychological -

• Insomnia, sleep disturbances • Depression and suicidal ideation • Suicidal ideation or attempts • Anxiety symptoms and panic disorder • Eating disorders • Substance abuse • Post-traumatic stress disorder • Use of psychiatric services • Self-Harm • Somatic Disorder • Impaired Concentration • Physical Exhaustion • Feeling dissociative/emotionally numb

3) Physical -

• Dental trauma • Burns • Sexual assault or injuries to the genitalia or breasts • Central distribution of injuries • Injuries of the head, neck, mouth • Defensive injuries of the forearms • Injuries to multiple areas • Bruises in various stages of healing • Fractures • Fresh scars or minor cuts • Gastrointestinal disorders • Unexplained stroke in a young woman • Localized hair loss and scalp injury • Strangulation and related injuries

4) Behavioral -

• Harmful alcohol or drug use • Delay in seeking treatment • Unexplained Injuries or injuries inconsistent with explanation • Repeated use of Emergency Services for trauma • primary care needs • Evasiveness of patient • Isolation • Refers to partner's temper/anger • Silent or reluctant to speak in partner's presence • Partner answers all questions for patient or insists on being present when asked to leave exam room • Overly attentive or verbally abusive partner • Any suspected or documented concern of abuse or neglect of children or elderly adult in the home • Abuse of pets • Recent separation or divorce • Not to be home by a certain time

5) Pregnancy and childbirth -

• Unwanted pregnancy • Terminated pregnancy • Complications such as miscarriage, low birth weight of infant, premature labor, and antepartum hemorrhage • Late or no prenatal care  
B. Assessment and Treatment Provide emergent care and address immediate threats to safety

- I. Patients should be informed on the available local and national resources available to them in these situations;

National Domestic Violence Hotline -

Hours: 24/7. Languages: English, Spanish and 200+ through interpretation service Learn more (800)799-7233



**CRISIS SERVICES, INC. -**

Provides non-residential domestic violence services. OCFS Licensed and approved.  
Phone Number Hotline: (716) 834-3131

**CHILD AND FAMILY SERVICES OF BUFFALO NEW YORK**

Provides both residential and non-residential domestic violence services. OCFS License and Approved. Phone number hotline (716)884-6000

## **Section 9 Safety**

### **9.6 Wellness Program**

#### **Purpose**

The purpose of this policy is to provide guidance on establishing and maintaining a wellness program for district members and their families.

#### **Scope**

These policies pertain to ALL members of the South Line Volunteer Fire Company, within the scope of South Line Fire District #10 and surrounding agencies.

#### **Guidelines**

- A. All active members within the South Line Fire District will be required to attend an annual wellness drill which will be recorded on the SLFD member PESH progress spreadsheet
- B. The South Line Fire Company has peer support members within its personnel to assist fellow company members when there is a need. Peer support members will be expected to help attend to the wellness needs of their peers and are expected to assist in the aftermath of critical incidents within the department.
- C. A Critical Incident Stress Debriefing (CISD) should occur as soon as practicable following a critical incident. The fire chief is responsible for organizing the debriefing and when unable, an assistant chief will do so. Notes and recorded statements shall not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a critical incident. Attendance at the debriefing should only include peer support members and those directly involved in the incident. All parties involved in the incident should be encouraged to attend including outside agencies and their employees that were involved in the incident.

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**AGREEMENT FOR PRE-HOSPITAL EMERGENCY SERVICES**

**by and between**

**THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK**

**and**

**LASALLE AMBULANCE, INC. DBA AMERICAN MEDICAL RESPONSE OR AMR**

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**Dated: As of January 1, 2018**

**Term: Three Years - January 1, 2018 to December 31, 2020**  
**One (1) year Extension**

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## **AGREEMENT FOR PRE-HOSPITAL EMERGENCY SERVICES**

**THIS AGREEMENT** ("Agreement") made and entered into as of 26 day of MARCH, 2018, by and between the **TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK**, a domestic municipal corporation having its principal office at the Town Hall, 3301 Broadway, Cheektowaga, New York 14227 (hereinafter referred to as "Municipality"); and **LASALLE AMBULANCE, INC. DBA AMERICAN MEDICAL RESPONSE OR AMR**, a corporation having its principal office at 481 William L. Gaiter Parkway, Buffalo, New York 14215 (hereinafter referred to as "Ambulance Service or "AMR").

### **WITNESSETH:**

**WHEREAS**, the Municipality is desirous of ensuring that the most modern, efficient, expeditious and reliable professional emergency advanced life support and ambulance services are provided at reasonable cost for those sick or injured persons within the Town of Cheektowaga when the Municipality requests such services through the Dispatch Office in its Police Department; and

**WHEREAS**, Ambulance Service is qualified to provide these services and is interested in providing such services to the Municipality.

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

## **ARTICLE I**

### **GENERAL PROVISIONS**

#### **Section 1.01 - Definitions**

As used in this agreement, the following terms shall have the meanings indicated:



- ALSU - Advanced Life Support Unit
- Ambulance Service - LaSalle Ambulance dba AMERICAN MEDICAL RESPONSE or AMR
- BLSU - Basic Life Support Unit
- EMS Board - Emergency Medical Services Board of the Town of Cheektowaga
- EMT - Emergency Medical Technician
- IC - Incident Command
- Municipality - Town of Cheektowaga

#### **Section 1.02 - Provision of Ambulance Services**

Ambulance Service hereby agrees to provide ALSU and ambulance services to the Municipality in accordance with the terms of this Agreement.

#### **Section 1.03 - Scope of Undertaking**

Ambulance Service 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 its term. Ambulance Service, therefore, hereby agrees to provide the necessary technical expertise and equipment to reasonably provide for the ambulance and emergency life support service needs of the Municipality through the term of this Agreement.

#### **Section 1.04 - Compliance with Town Code**

Ambulance Service shall comply with all provisions of Chapter 52 of the Code of the Town of Cheektowaga (Ambulance Services Ordinance).

### **ARTICLE II**

#### **SPECIFICATIONS**

##### **Section 2.01- Certificate and Performance**

(a) All emergency paramedic ambulances (ALSU) that respond to the Municipality shall comply with Section 800.11 and 800.12 of the New York State Emergency Medical Services Code.

(b) Ambulance Service 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. Ambulance Service shall demonstrate to the satisfaction of the Municipality that such certificate is in effect at the time of the execution of this Agreement and Ambulance Service shall renew such certificate as required throughout the term of this Agreement.

(c) Ambulance Service shall receive medical direction in accordance with protocols established by the Western Regional Medical Advisory Committee ("WREMAC") and New York State Health Department at all times.

(d) Ambulance Service shall provide any and all advanced life support equipment necessary to comply with medical protocol and medical direction given. The equipment shall be portable and have the capability of being brought to the patient without delay.

(e) Ambulance Service shall comply with the following paramedic and intermediate medical protocols:

- (1) NYS Department of Health Statewide Basic Life Support Adult and Pediatric Patient Treatment Protocols.
- (2) Western Regional Medical Advisory Committee ("WREMAC") Regional Advanced Life Support Patient Treatment Protocol.

(f) AMR shall deploy a sufficient number of ALSU's to meet demand and maintain the requirements of this Agreement, including response time requirements. Quarterly, AMR shall confer with the Chairman of the EMS Board to review the following: demand for service, ambulance deployment, ability to meet demand, and compliance with response time requirements. If AMR is unable to meet demand, is unable to meet response time requirements, or is unable to correct any deficiencies that may exist, the EMS Board shall be empowered to direct AMR to dedicate additional resources to the Town of Cheektowaga. Ambulances will utilize "system status management" to maintain response times in all areas of the town and it is recommended to use North, South, and Central locations for ambulance posting. The EMS Board must be notified of ambulance posting locations used within the town and when any changes are made to these postings. Any changes to ambulance posting locations should be reported during the monthly EMS Board meeting.

(g) AMR shall staff each ALSU in accordance with industry best practices. At a minimum, each ALSU shall be staffed with one Paramedic and an additional EMS provider minimally certified as an EMT.

#### **Section 2.02 - Response Modes**

- (a) Response Modes: Hot, Cold and Ambulance Only, all of which are defined

below, shall be determined by the Emergency Medical Dispatch (EMD) protocols promulgated by the National Academy of Emergency Dispatch or their equivalent.

(b) Hot Response: Shall mean a request for EMS to which fire department and Ambulance Service vehicles respond using emergency warning lights and sirens and which comports in all respects with the dictates of the New York State Vehicle and Traffic Law. The chief or incident commander of the responding fire department may, based on information available and his best judgment, downgrade the response to a Cold Response, as defined below, or terminate the response entirely.

(c) Cold Response: Shall mean a request for EMS to which fire department and Ambulance Service vehicles respond without the use of emergency warning lights and sirens and which comports in all respects with the dictates of the New York Vehicle and Traffic Law. The chief or incident commander of the responding fire department may, based on information available and his best judgment, upgrade the response to a Hot Response, as defined above, or terminate the response entirely.

(d) Ambulance Only Response: Shall mean an EMS response for which the EMD protocols dictate no fire department response or for which a caller which requests assistance specifically asks that no fire department be dispatched. In such a case, Dispatch Office may dispatch Ambulance Service without an accompanying fire department response. If, in any case, however, Dispatch

Office reasonably believes the situation to be more serious or present life-threatening circumstances, the Dispatch Office shall dispatch the fire department along with Ambulance Service.

### **Section 2.03 - Response Times**

(a) For purposes of this Agreement, Response Time shall mean the elapsed period of time from the time the Ambulance Service receives a request for EMS to the time the Ambulance Service arrives at the location of the incident.

(b) Ambulance Service shall for all EMS requests, meet or exceed the Response Time requirements set forth below.

(i) Ambulance Service shall for each Fire District and the Village of Sloan, maintain an average monthly Response Time of eight (8) minutes or less for all Hot Responses and twenty (20) minutes or less for all Cold Responses.

(ii) Ambulance Service shall for all Ambulance Only responses, maintain an average monthly Response Time of eight (8) minutes or less for all Hot Responses and twenty (20) minutes or less for all Cold Responses.

(c) Failure to meet or exceed the average monthly Response Time requirements set forth above may cause Ambulance Service to provide Municipality with additional dedicated ambulances, with transport capability, to meet this requirement, as reasonably directed by the EMS Board.

(d) Failure to take the corrective action necessary to meet the Response Time requirements set forth above shall empower Municipality to levy a monetary penalty as outlined in Section 2.15 of this Agreement

(e) Ambulance Service dispatcher shall ascertain and report to Municipality dispatchers the estimated response time, New York State emergency vehicle identification number and the location from which it is responding for each call.

(f) Ambulance Service shall inform the Dispatch Office if the response time to a potentially life threatening situation will be greater than eight (8) minutes or if the ambulance will be responding from outside the town.

(g) The EMS Board may, in its discretion, waive Response Time requirements on an individual basis due to inclement weather, traffic or other uncontrollable circumstances.

#### **Section 2.04 - Coordination with Municipality**

(a) Ambulance Service shall maintain appropriate communications equipment in its emergency vehicles as may be necessary. The term "appropriate communications equipment" shall require not less than the following:

- (1) A licensed private business band radio preset to the Ambulance Service's channel in each unit;
- (2) MERS in each unit with appropriate authorization for use;
- (3) Each unit shall have a monitor or scanner radio receiver capable of receiving current fire and police radio frequencies of the Municipality;
- (4) In each ALSU, Ambulance Service shall maintain appropriate communications equipment, including one (1) cellular phone capable of transmitting and receiving medical direction from a controlling hospital. The telephone number for each cellular phone shall be provided to the Dispatch Office of the Municipality; and
- (5) Ambulance Service shall work in conjunction with the Cheektowaga Dispatch Office to develop cost-free communication interoperability between Ambulance Service and the Cheektowaga Dispatch Center.

Further, each Fire District and the Village of Sloan, subject to the approval of each Fire District and the Village of Sloan shall be given the opportunity to implement Interoperability and incur the necessary costs associated.

(b) Ambulance Service shall provide, at no cost to the Municipality, Fire Districts, Fire Companies or their employees or members, instruction, upon request, to members of the Cheektowaga Fire and Police Departments, on how to work in conjunction with a paramedic unit.

(c) Ambulance Service shall provide, at no cost to the Municipality, Fire Districts, or Fire Companies the ability to utilize the same ePCR (Electronic Patient Care Report) software as the Ambulance Service to better facilitate the transfer data. Fire Districts or Fire Companies that choose to utilize AMR's ePCR solution shall be responsible for purchasing and maintaining all required hardware. Fire Districts or Fire Companies must also provide their own in-vehicle Wi-Fi solution to facilitate the immediate sharing of patient data with AMR responders.

#### **Section 2.05 Hospital Selection**

Ambulance Service EMS personnel shall comply with the request of the patient and/or legal representative of the patient on the selection of and transportation to a hospital of his or her choice. Ambulance Service may transport the patient to a different hospital if ordered by their Medical Control Physician or if they are following WREMAC Protocols. No person in charge of an ambulance shall refuse to take a wounded, ill, infirm, or injured person to a hospital after the need for hospitalization has been determined by a physician, or if made at the request of the police. When a person is found ill or wounded or infirm or injured in the street or any public place, however serious, he shall not be left



in such location, but shall be removed to a hospital, unless circumstances prevent such removal or directed otherwise by on-line medical control.

#### **Section 2.06 Equipment and Supplies**

(a) Ambulance Service shall own or lease all equipment reasonably necessary to carry out the terms and conditions of this Agreement, which equipment shall be maintained in accordance with all laws, ordinances, rules or regulations applicable thereto.

(b) All sheets, pillowcases and towels used in the care of a patient in any ambulance shall be replaced with clean sheets, pillowcases and towels each time such ambulance is used for the transportation of wounded, sick, injured or infirm persons; and all blankets used in such ambulances shall be thoroughly laundered according to procedures established by the Commissioner of Health.

(c) Oxygen apparatus face masks shall be utilized according to New York State Health Department Standards.

(d) All ambulances on the streets of the municipality shall be equipped in accordance with all applicable laws. Furthermore, Ambulance Service shall possess and maintain equipment required to facilitate the utilization of regional ALS protocols. Ambulance Service shall have the option to utilize additional equipment at its discretion. The EMS Board may suggest that Ambulance Service possess and utilize additional equipment.

(e) After any such ambulance shall have been used for the transportation of any person or persons known to have an infectious disease, such ambulance and its

contents shall be cleaned in a manner approved by the New York State Health Department. Each ambulance shall be cleaned with a disinfectant solution daily according to procedures established by the Commissioner of Health.

#### **Section 2.07 Personnel**

(a) Ambulance Service shall have sufficient numbers of dispatchers, drivers and emergency medical personnel to perform the services provided for in this Agreement. All employees must meet all applicable professional qualifications as prescribed by the State of New York during the term of this Agreement.

(b) Ambulance Service shall provide a list of all emergency medical personnel, together with their level of training, certificate number and date of certificate expiration, to the Emergency Medical Services Board of the Town of Cheektowaga.

(c) All ALSU emergency medical personnel, assigned to the Municipality, shall at all times display the Town of Cheektowaga personal information card, which shall indicate the level of professional training and personal information as required by the EMS Board. Each ID card shall be located on the front of the employee.

#### **Section 2.08 Physical Plant**

(a) Facilities - Ambulance Service may own or lease station facilities as it may deem desirable from time to time as determined by the number and type of responses required within the Municipality.

(b) The Municipality or EMS Board reserves the right to inspect any facility maintained by Ambulance Service, from time to time, at its sole discretion, but the Municipality or EMS Board agrees to provide 24 hours' notice prior to said inspection.

The Municipality or EMS Board agrees to fully comply with the requirements of Section 7.02(A) of this Agreement regarding the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, "HIPPA").

(c) Ambulance Service shall ensure for ambulances assigned to the town that crew changes and restocking of ambulances takes place within the Municipality.

#### **Section 2.09 Records; Reports**

(a) Ambulance Service shall provide to the Municipality a monthly response report tallied by (i) Ambulance only Incidents; (ii) individual Fire department incidents; and (iii) total Fire Department incidents ("Monthly Report"). Report shall be broken down further to include the average monthly response time for both Hot and Cold Responses. The Monthly Report shall include total requests, total cancelled at scene, total transports, total Hot Responses over 8 minutes, total Cold Responses over 20 minutes and average response times. The Monthly Report shall also include the following data: Date, Run #, Amb, Cert-Level, Nature, Call Location, Tx To/Code 4 Reason, Rec., Upgrade, At Scene, Total. The Monthly Report shall be sent to the Dispatch Office and EMS Board on or before the seventh day of the following month. The Municipality agrees to fully comply with the requirements of Section 7.02(A) of this Agreement regarding the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, ("HIPPA").

(b) The Municipality reserves the right to perform fiscal audits of Ambulance Service activities related to this Agreement. These audits may be performed either by personnel of the Municipality or by a separate outside auditor. Ambulance Service agrees

to willingly and freely cooperate with any audit effort by participating in meetings, and making necessary accounting and fiscal records available for such audit. All accounting and fiscal information of Ambulance Service will remain confidential, to the extent provided by law.

(c) Quarterly, throughout the term of this Agreement, Ambulance Service shall submit to the EMS Board Chairman a report for the three-month period ending on the last day of the month immediately preceding the month in which such report is to be submitted showing the total billing for such period, the number of requests for emergency ambulance service that fall into each of the following categories: No patient found, patient refuses services, fire standby, emergency standby, cancellation, no insurance, third party insurance, Medicaid, Medicare, and any such other information as may be, from time to time, reasonably requested by Municipality. Such reports shall be prepared with specific and uniform categories from report to report.

#### **Section 2.10 Non-Discrimination**

No person shall be denied employment or any benefits of employment by Ambulance Service for reasons of race, religion, color, sex, age, disability or national origin.

#### **Section 2.11 Fire Scene Standby**

An ALSU shall be on standby at the scene of all working fires, hazardous materials situations and major police incidents. One (1) ALSU shall be dispatched to all confirmed working fires. Once command is established, the commanding officer will work with AMR to determine whether additional resources are needed, including additional

ALSU's or supervisors. The ALSU shall respond to the scene as a HOT Response. Notification of such incidents will be relayed to Ambulance Service by the Cheektowaga Fire Dispatch Office. The ALSU shall standby at the scene until released by the officer in charge. At the point that the driver of the ALSU standing by is informed that he will be transporting a patient from the scene to a hospital, the ambulance company shall dispatch a replacement to the scene to standby as described.

#### **Section 2.12 Inspection**

The emergency advanced life support services to be supplied by Ambulance Service shall be of the best obtainable and shall at all times be orderly and sufficient to meet the reasonable demands of the public. Municipality shall have the right to object to the character of the service, condition of the vehicles or equipment in any particular, and may order the objectionable services or conditions to be discontinued or to be modified. Municipality or EMS Board may from time to time make various inspections of the vehicles and equipment, and may monitor the character and type of services that are being performed. The inspection shall be conducted in such a manner and at such times as not to interfere with the normal operation of Ambulance Service.

#### **Section 2.13 Emergency Medical Dispatch**

Ambulance Service shall, at any time requested by the Cheektowaga Emergency Communications Center, provide Emergency Medical Dispatching at no cost to the Municipality.

#### **Section 2.14 Equipment**

- (a) Ambulance Service shall be responsible for fire company equipment

utilized in transporting patients to hospitals and shall insure that said equipment is returned to the proper fire company. If after 72 hours, Ambulance Service has not returned the fire company equipment (including backboards) left in their care, as set out on the standard fire company equipment tracking form, Ambulance Service shall be liable for the immediate replacement of the fire company equipment.

(b) All fire companies' disposable equipment utilized by Ambulance Service and when Ambulance Service transports shall be replaced at the scene, if possible. However, Ambulance service shall also maintain an exchange policy with the fire companies (volunteer services) for disposable items provided (i.e. non-rebreather, electrodes, head blocks, Epi pens), and not replaced at the scene. The fire company (volunteer service) shall provide to Ambulance Service an itemized list for such items within thirty (30) days of the call. The list of disposable equipment which will be replaced by the Ambulance Service shall be approved by the EMS Board on an annual basis at the January EMS Board meeting.

#### **Section 2.15 Penalties**

Municipality, upon the recommendations of the EMS Board shall impose a fine or penalty upon Ambulance Service for any default (as defined in Section 7.06 including reasonable opportunity to cure) of the terms of this Agreement. Said fines/penalties will be \$500.00 for each default by Ambulance Service of any term or condition of this Agreement. The fine or penalty may be doubled for a second or subsequent default of the same term or conditions within six (6) months of the prior default. On the determination of the penalty, notice thereof shall be given to Ambulance Service and

payment shall be remitted within thirty (30) days to the Municipality. If Ambulance Service disputes the default or violation or fine/penalty, it shall request a hearing before the EMS Board within ten (10) days. Ambulance Service shall have an opportunity at said hearing to present any evidence or justification for the default or violation. The EMS Board may waive a fine/penalty if it determines that the default is justified due to weather, traffic or other extraordinary circumstances beyond the control of Ambulance Service. The decision of the EMS Board shall be binding on Ambulance Service.

#### **Section 2.16 Incident Command/Unified Command System**

At the scene of all emergency incidents, motor vehicle accidents, fires or any other emergency response requiring medical assistance by Ambulance Service, all requests for additional ALSU units, personnel or other such equipment must be requested through Incident Command (IC). The Incident commander or his designee shall request additional ALSU units, personnel or equipment through Cheektowaga Fire Control.

#### **Section 2.17 Specialized Responses/Disaster Plan**

Ambulance Service shall provide a copy of their disaster plan/mutual aid plan to the Senior Public Safety Dispatcher for the Town of Cheektowaga and the Chairman of the EMS Board, detailing procedures to be utilized by Ambulance Service for Mass casualty Incidents (MCI), Hazardous Materials Response and transportation, Weapons of Mass Destruction and other specialized types of responses. The plan shall be updated on an annual basis and shall be effective and delivered to the Town of Cheektowaga and EMS Board no later than the 1<sup>st</sup> day of January of each year. Whenever changes are made to the disaster plan/mutual aid plan, Ambulance Service shall deliver said updated plan



to Municipality and EMS Board. The mutual aid plan shall include sign-off from all participating agencies acknowledging their participation in the mutual aid plan.

## **ARTICLE III**

### **INDEMNITY/INSURANCE**

#### **Section 3.01 Indemnification**

Ambulance Service shall indemnify, defend, and hold harmless the Municipality, the Fire Districts and Fire Companies serving it, and their respective agents, employees and volunteers from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, loss of use, and/or services, bodily injury, death, personal injury or property damage arising from or connected in any way with Ambulance Service operations, its subcontractors' (of any tier), suppliers or agents operations or their services thereunder whether such claims are from Ambulance Service employees, customers or others.

#### **Section 3.02 Insurance**

(a) Without limiting indemnification of the Municipality, Ambulance Service shall provide and maintain at its own expense during the term of the contract, the insurance listed below. Ambulance Service shall furnish to the Municipality Certificates of all listed Insurance in a form satisfactory to the Municipality. All policies in this section shall contain a clause providing the Municipality with thirty (30) days written notice of cancellation, non-renewable or material change of the insurance.

(b) General Liability insurance including Premises & Operations, Products & Completed Operations, Operations of Independent Contractors, Contractual Liability and Personal Injury (without employee exclusion) all naming the Town of Cheektowaga,

its Town Board, Officials, Employees and Agents, and the Fire Districts and Fire Companies serving the Municipality, and their respective agents, employees and volunteers as additional insured with limits of at least \$3,000,000 Combined Bodily Injury and Property Damage per occurrence, \$3,000,000 General Aggregate, \$3,000,000 Products/Completed Operations Aggregate, and \$3,000,000 Personal Injury.

(c) Professional Medical Malpractice (or Errors and Omissions) Liability insurance naming the Town of Cheektowaga, its Town Board, Officials, Employees and Agents, the Fire Districts and Fire Companies serving the Municipality, and their respective agents, employees and volunteers as additional insureds with limits of at least \$3,000,000 Each Incident or Claim and \$3,000,000 Aggregate.

(d) Auto Bodily Injury and Property Damage Liability Insurance covering the operation, maintenance or use of all owned, non-owned and hired vehicles in connection with this contract with limits of at least \$3,000,000 each accident Combined Bodily Injury and Property Damage.

(e) Workers' Compensation and Disability Benefits Coverage as required by New York State Law.

(f) Umbrella or Excess Liability insurance shall be provided to the extent limits of the above coverages are less than stated above.

(g) All such insurance shall be primary to and not contributing with any other insurance maintained by the Municipality.

### **Section 3.03 Additional Insureds**

Ambulance Service, in each of its insurance policies for general comprehensive

liability, automobile liability and professional liability insurance shall cause the following to be named as additional insured: Town of Cheektowaga, its Town Board, Officials, Employees and Agents, Village of Sloan, and all Town of Cheektowaga Fire Districts and each of their respective Fire Company's, their agents and employees. Said insurance coverage shall also ensure that their firefighters are medically and financially covered while assisting or transporting with the ambulance service.

## **ARTICLE IV**

### **AMBULANCE SERVICE/MUNICIPALITY RESPONSIBILITIES**

#### **Section 4.01 Dispatching**

Ambulance Service shall provide notice to Cheektowaga Fire Control of the ambulance number, response location and ETA of all Advanced Life Support or Basic Ambulance Service by radio or telephone communications from Ambulance Service Dispatch Center.

#### **Section 4.02 Exclusive Contract**

(a) The Municipality hereby agrees that it shall transmit all calls for emergency advanced life support services to Ambulance Service, except when another service is specifically requested by a patient or a patient's representative on the scene. Municipality may initiate a request for services to any other advanced life support service company in the event Ambulance Service is unable to provide service for whatever reason.

(b) It is the responsibility of the Ambulance Service to provide for mutual aid response and transport assistance with other certified basic life support and advanced life support companies in the event the Ambulance Service is not able to provide

sufficient timely resources to Municipality. The Ambulance Service is responsible for initiating mutual aid requests and communicating to the Dispatch Office when said mutual aid procedures are in operation. This mutual aid plan must be included in the Ambulance Service's Disaster Plan and must be established within one (1) month from the effective date of this agreement and shall be maintained for the term of the Agreement. The mutual aid plan shall include sign-off from all participating agencies acknowledging their participation in the mutual aid plan. The mutual aid plan must be communicated in writing and be delivered on or before January 1<sup>st</sup> of each year to the Municipality; in addition, if the Ambulance Service makes any changes to said plan, it shall deliver said updated plan to Municipality. The mutual aid plan must detail the following:

- (1) Number and type of basic and advanced life support units available within a thirty minute period of time for Mass Casualty (MCI) emergency incidents. The minimum number of available units must be at least twelve (12) advanced life support units and six (6) basic life support units;
- (2) Name, Address and telephone number of the operator of the basic and advanced life support units; and
- (3) Approximate time for basic and advanced life support units to be available for transportation in Municipality.

#### **Section 4.03 Responsibility at Emergency Scene**

(a) The officer in charge of the scene servicing the Municipality shall have charge of the protection of life and coordination of personnel at the scene of an emergency, subject, however, to the provisions of this section. Ambulance Service, in accordance with its reasonable discretion, shall have charge of rendering of emergency life support services as defined herein to any and all sick or injured persons at the scene

of an emergency. Volunteer firefighters may be utilized for assistance at the scene in accordance with their training and capabilities. This assistance may continue inside the ambulance while on-route to the hospital. In the event, however, that action or inaction is deemed to be required for the preservation of life or personal safety due to physical circumstances that may exist at such emergency scene, the chief ranking officer shall have the authority to direct or control Ambulance Service personnel in the rendering of such services. In all other situations where life or personal safety have not become endangered, the authority of the chief ranking officer shall be limited to the directing of Ambulance Service personnel to station themselves or their equipment at such scene so that such personnel or equipment do not jeopardize the overall fire extinguishment and rescue efforts at the emergency scene.

(b) Ranking fire officers/incident commanders will work with AMR personnel to facilitate smooth and effective utilization of resources, including requests for additional resources.

## **ARTICLE V**

### **AMBULANCE SERVICE - MUNICIPALITY COOPERATION**

#### **Section 5.01 Cooperation with EMS Councils**

Municipality and Ambulance Service hereby agree to use their best efforts to work with municipal, regional or state emergency medical services councils in order to establish and provide the most efficient and up-to-date medical services available to the residents of the Town of Cheektowaga.

### **Section 5.02 Notice of Complaints**

The EMS Board and Ambulance Service hereby agree to notify each other through the EMS Complaint Form on the Cheektowaga Fire Chiefs website within ten (10) business days of receiving any complaint relative to the emergency service provided by Ambulance Service or any charge for such service made by Ambulance Service covered by this Agreement. Ambulance Service shall cooperate with the Municipality, with the Better Business Bureau of Buffalo, New York, with the Municipality, regional and/or state emergency medical services councils, and with any other investigative organization in the investigation of the validity of any and all such complaints.

### **Section 5.03 Notices of Claim**

Ambulance Service shall notify the Municipality, in writing, within ten (10) days of receiving written notice of any action or proceeding in law that has been or will be made against Ambulance Service where it reasonably appears that a recovery in such action or proceeding may exceed Ambulance Service insurance policy limits. Ambulance Service further shall report to the Municipality, in writing, of the progress of such action or proceeding in law, until such time that such action or proceeding has been terminated.

### **Section 5.04 Cooperation with Research Groups**

The Municipality and Ambulance Service shall give reasonable cooperation to studies relating to emergency medical services performed by the Municipality or other qualified research groups.

### **Section 5.05 Training**

The Municipality and Ambulance Service shall cooperate to train volunteer fire

personnel in various emergency medical techniques, and to train all involved employees of both parties to cooperate with transmitting and receiving of emergency calls. Such training shall be done at least once each year.

## **ARTICLE VI**

### **TERMS AND RATES**

#### **Section 6.01 Term of Agreement**

- (a) Unless terminated earlier as otherwise provided herein, this Agreement shall be for a term of three (3) years commencing on the 1<sup>st</sup> day of January, 2018 and terminating on the 31<sup>st</sup> day of December, 2020. The tem of this Agreement can be extended on the same terms and conditions as set forth herein for an additional one (1) year period pending approval by the EMS Board and Town Board within six (6) months of contract expiration.
- (b) Notwithstanding the foregoing, Municipality may, for any reason, terminate this Agreement on six (6) months written notice to Ambulance Service, but in no event shall the term of this Agreement be less than one (1) year.

## **ARTICLE VII**

### **ADDITIONAL LEGAL PROVISIONS**

#### **Section 7.01 Information to be provided to Municipality**

- (a) Upon request at any time during the period of this Agreement, Ambulance Service shall provide to the reasonable satisfaction of the Municipality, any information reasonably requested by the Municipality concerning Ambulance Service compliance with the terms of this Agreement and all laws, rules and regulations of a governmental



agency pertaining to the operation of advanced life support units. Such information shall be provided within the reasonable time specified by the Municipality or, if no time is specified, within thirty (30) days.

(b) Ambulance Service shall demonstrate, to the satisfaction of the Municipality, that it possesses the requisite financial ability to acquire and maintain all equipment and facilities required pursuant to this Agreement for the full term of the Agreement, and that it possesses the requisite personnel and technical skill to perform the services at a professional level of competence, considering particularly the scope of the services required pursuant to this Agreement.

(c) Compliance with Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

(d) Fair Market Value. This Agreement has been negotiated at arms' length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence

or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

#### **Section 7.02 Compliance with All Laws**

(a) HIPAA Requirements. The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, "HIPAA") apply to the activities described in this Agreement, and that Ambulance Service is a "covered entity" as that term is used in HIPAA. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA no later than the effective date of each such requirement. In particular, the Municipality agrees to enter into a Business Associate's Agreement in the form set forth in Addendum 1 to this Agreement, regarding Protected Health Information ("PHI") in any tangible medium and in whatever form or format.

(b) Ambulance Service shall, during its performance of the services required pursuant to this Agreement, comply with all local, state and federal laws, ordinances, rules or regulations (including Chapter 52 of the Code of the Town of Cheektowaga, as amended from time to time) controlling or limiting, if any, its actions. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement

shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Agreement shall be forthwith amended to make such insertion or correction.

### **Section 7.03 Prohibition Against Assignment**

Ambulance Service agrees that it is prohibited from assigning, transferring, conveying, subletting, subcontracting or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation, except an Ambulance Service affiliate, without the previous consent, in writing, of the Municipality, except as may otherwise be provided herein.

### **Section 7.04 Refusal to Testify**

Ambulance Service shall disclose any information requested of it by any law enforcement agency, grand jury, criminal court or legislative body, so long as such requested information reasonably relates to the operations required pursuant to this Agreement, provided such disclosure does not violate any of the requirements of HIPAA. Failure to provide such information upon such proper request shall constitute grounds for termination of this Agreement.

### **Section 7.05 Status as Independent Contractor**

Ambulance Service, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Municipality by

reason hereof, and that it will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Municipality including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### **Section 7.06 General Termination Provisions**

(a) **Termination with Notice** - Unless otherwise specified in this Agreement, no termination shall become effective until the defaulting party has received written notice of the default and has been given 30 days in which to correct the default. A default shall mean a material breach of any provision of this Agreement according to the language of the Agreement. Upon failure of either party to amend or correct the default within 30 days of written notice thereof, this Agreement shall terminate automatically.

(b) **Immediate Termination:**

- (1) **Recurring Default** - In the event that either party has received a notice of termination under subparagraph (A) of this Section due to a default in the performance of a substantial requirement of this Agreement and has, within the prescribed 30 day period remedied or corrected such default and subsequently defaults with respect to the same substantial requirement of this Agreement on a second or successive occasion, this Agreement shall be terminable immediately upon delivery of written notice to the party in default of the intention of the party in conformance to terminate pursuant to this provision.
- (2) **Termination for Substantial Violation:** In the event that either party commits a willful default, which default also tends to threaten the health or safety of the residents of the Town of Cheektowaga, this Agreement shall terminate immediately upon service of a written notice upon the party in default of the intention of the party in compliance to terminate.
- (3) **No Penalty:** In the event that this Agreement is correctly terminated pursuant to the termination provisions of this Section or of any other Section providing for termination therein, the party in default shall

make no claim whatsoever against the party in compliance for any damages resulting from such termination. The party in compliance shall, however, retain the right to recover all lost profits and any reasonable expenses in connection with such completion of the services contemplated herein.

- (4) **Wrongful Termination:** In the event that either party wrongfully terminates this Agreement as may be determined by a Court of law or otherwise, the party allegedly in default shall retain the right to recover damages for such termination and to demand reinstatement and specific performance of the Agreement.

(c) In the event Ambulance Service wrongly attempts to terminate this Agreement or refuses or is unable to continue to provide services required under this agreement, Ambulance Company shall lease, at no cost to the Municipality, five (5) of its newest and fully equipped ambulances for use by the Municipality in any manner deemed fit by the Municipality. If Ambulance Service resumes service in the Municipality, the Municipality shall be required to terminate the lease of these vehicles.

#### **Section 7.07 Law**

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Erie, New York.

#### **Section 7.08 Extent of Agreement**

This Agreement constitutes the entire integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void, unless it is in writing, and subscribed by the party to be charged or by his authorized agent, except for those amendments provided for in this Agreement.

**Section 7.09 Severability**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

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

**TOWN OF CHEEKTOWAGA,**

**ERIE COUNTY, NEW YORK**

By:   
Diane Benczkowski, Supervisor

**LASALLE AMBULANCE, INC. DBA  
AMERICAN MEDICAL RESPONSE**

By:   
Edward Van Horne, President and CEO

STATE OF NEW YORK :  
: SS:  
COUNTY OF ERIE :

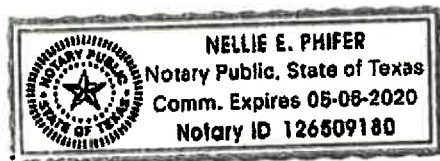
On this 26 day of March, 2018, before me, the undersigned, personally appeared **DIANE BENCZKOWSKI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Kimberly A. Hurst  
Notary Public

KIMBERLY A. HURST  
NOTARY PUBLIC STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES JULY 22, 2018

STATE OF Texas :  
: SS:  
COUNTY OF Dallas :

On this 22nd day of March, 2018, before me, the undersigned, personally appeared **EDWARD VAN HORNE**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Nellie E. Phifer  
Notary Public

## ADDENDUM 1

### BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made this 26 day of MARCH, 2018, by and between AMERICAN MEDICAL RESPONSE, (hereinafter referred to as "Company") a domestic corporation and its subsidiary companies, and the TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK, (hereinafter referred to as "Business Associate").

#### WITNESSETH:

The parties agree as follows:

1. **Background.** Company is governed by broad and extensive privacy and security laws and regulations regarding patient information, and its disclosure to anyone not specifically permitted is strictly prohibited by law. Under the Health Insurance Portability and Accountability Act of 1996, its related regulations, as amended ("HIPAA") and related laws and regulations, Company is required to affirmatively and proactively protect any kind of disclosure of patient information (e.g., patient care records, CAD records, Company dispatch communications involving patient information, etc.) that is defined as Protected Health Information ("PHI") and/or electronic Protected Health Information ("e-PHI") under HIPAA, and to request certain assurances from its business associates of their compliance with the law. Company provides emergency and non-emergency medical transportation, fire protection and other related services to the communities it serves. Patient information is exchanged between Company and the Business Associate pursuant to the parties' relationship.



When PHI/e-PHI is provided to the Business Associate by Company in the course of the parties' relationship, PHI/e-PHI must be handled in accordance with this Agreement pursuant to HIPAA.

2. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501.

3. **Obligations and Activities of Business Associate.** In conformity therewith, the Business Associate agrees that it will:

- (a) Not use or further disclose PHI/e-PHI except as permitted under the Agreement or required by law;
- (b) Use appropriate safeguards to prevent use or disclosure of PHI/e-PHI except as permitted by the Agreement;
- (c) To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI/e-PHI by Business Associate in violation of this Agreement;
- (d) Implement administrative, physical and technical safeguards that reasonably and appropriately protects the confidentiality, integrity and availability of all PHI/e-PHI that it creates, receives, maintains or transmits on behalf of Company;
- (e) Report to Company any use or disclosure of PHI/e-PHI not provided for by this Agreement of which Business Associate becomes aware;
- (f) Alert Company of any security incident (as defined by the HIPAA Security Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Company of any loss of data or other information system compromise as a result of the incident;
- (g) Ensure that any agents or subcontractors to whom Business Associate provides PHI/e-PHI, or who have access to PHI/e-PHI, or who the Business Associate receives PHI/e-PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI/e-PHI;
- (h) Ensure that any agent, including a subcontractor, to whom it provides

PHI/e-PHI that was created, received, maintained or transmitted on behalf of Company, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of PHI/e-PH;

- (i) Make PHI/e-PHI available to Ambulance Service and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Company regarding the individual;
- (j) Incorporate any amendments or changes to PHI/e-PHI and/or to this Agreement when directed by Company;
- (k) Provide an accounting of all uses or disclosures of PHI/e-PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days when requested; and
- (l) Make its internal practices, books and records relating to the use and disclosure of PHI/e-PHI available to the \_\_\_\_\_ or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Company's compliance with HIPAA and or otherwise required by law.

4. **Permitted Uses and Disclosures by Business Associates.** The specific uses and disclosures of PHI/e-PHI that may be made by Business Associate on behalf of Company include:

- (a) To perform functions, activities, or services for, or on behalf of, Company as specified in the Agreement and in compliance with the HIPAA Privacy and/or Security Rules;
- (b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
- (c) As required by law; Other uses or disclosures of PHI/e-PHI as permitted by the HIPAA Privacy and Security rules.

5. **Notices.** Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

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

**TOWN OF CHEEKTOWAGA,  
ERIE COUNTY, NEW YORK**

By: 

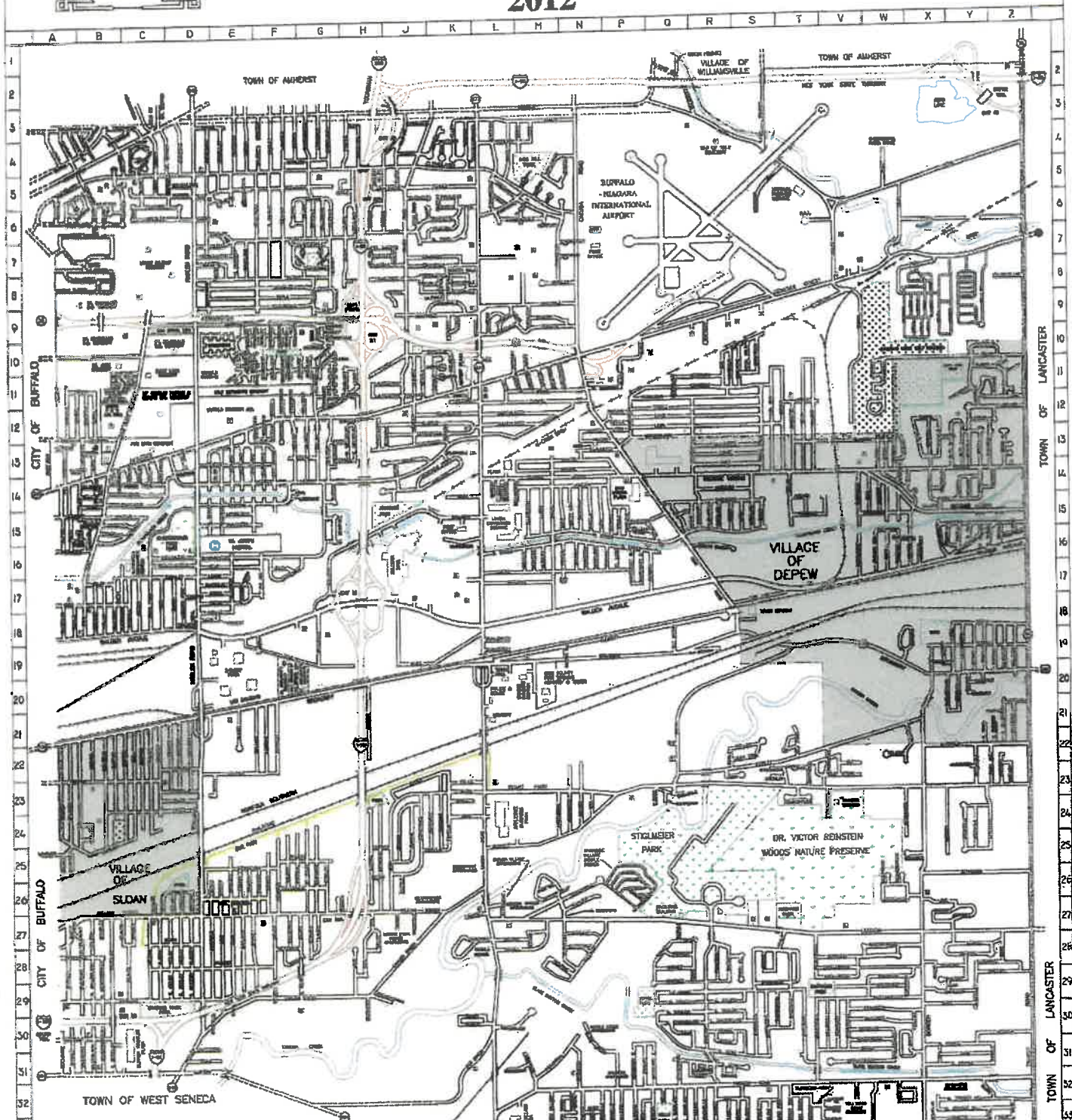
**Diane Benczkowski, Supervisor**

**LASALLE AMBULANCE, INC. DBA  
AMERICAN MEDICAL RESPONSE**

By: 

**Edward Van Horne, President and CEO**

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**South Line Fire Dist. 10 - 1049 French Rd Cheektowaga, NY 14227**  
**MUTUAL AID AGREEMENT**


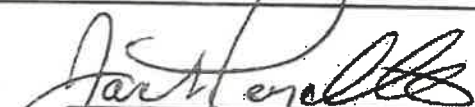

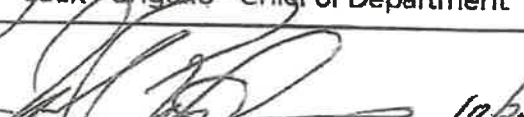


The following is an Emergency Medical Services (EMS) Mutual Aid Agreement between East Seneca Fire Dist 4. and South Line Fire District 10.

1. Services to be rendered by East Seneca Fire District 4. to South Line Fire District 10 will include but are not limited to the following:
  - A. Provide EMS services in South Line Fire District 10 's service area if South Line Fire District 10 personnel are not available. Service area of mutual aid to be defined.
  - B. Provide an Advanced Life Support (ALS) unit (if available) for dual response to ALS calls, auto accidents and events with multiple patients in the above area.
  - C. Co-respond with unit carrying extrication equipment whenever needed. Example: Auto accidents.
2. East Seneca Fire District 4 agrees to provide the following: (NYS : 1491)
  - A. An ambulance as needed and available.
  - B. Other EMS response apparatus when required.

It is understood that all services agreed upon are dependent upon the availability of proper equipment and personnel.

This agreement will remain in effect from the date of signature by both agencies until modified by mutual actions or revoked by the action of either agency.

South Line Fire District 10	East Seneca Fire District 4
 10/25/22 Andy Dayton - Chief of Department	 10/25/22 Jack Pangallo - Chief of Department
 10/25/22 Todd Roland - Board of Fire Commissioners Chairman	 10/25/22 Dave Pangallo - Board of Fire Commissioners Chairman

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**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**  
**1049 French Rd. Cheektowaga, N.Y. 14227**

**Resolution of the Fire District Members: of South Line Fire District #10**

**STATEMENT OF NEED:**

To provide advanced life support and transport from the South Line Fire Company to the residents of South Line Fire District 10 and mutual aid territories on a need basis.

**TYPE OF SERVICE:**

To provide the following services: (ALS/Transport) advanced life support and transport.

**Include Care:**

- Advanced airway management
- IV therapy
- Epi auto injector.
- Albuterol administration
- Early defibrillation
- Glucose monitoring
- 12-lead EKG with transmission to hospital
- Naloxone administration
- CPAP
- AEMT level of care/protocols followed by the State of New York
- Transportation to critical access hospital

**DECLARATION OF AREA TO BE SERVED:**

The residents and business of South Line Fire District 10. And agreed mutual aid companies. (see map)

**DATE OF RESOLUTION TO TAKE EFFECT:**

September 5th, 2022



**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

The following resolution was passed at the October 3rd 2022 organization meeting of the South Line Fire District No. 10, Board of Fire Commissioners.

Whereas, there is still a need in the South Line Fire Districts response territory for advanced life support performed by the Firefighters of South Line Volunteer Fire Company Inc.

And whereas, the advanced life support was performed by the Firefighters (EMT/AEMT) of South Line Volunteer Fire Company Inc., because there was a previous need that these firefighters (EMT/AEMT) supplied.

Now be it resolved, that South Line Fire District No. 10 Board of Fire Commissioners will continue to supply advanced life support (ALS-transport) to the residents, businesses, travelers, and any persons who have a need within our response area in accordance with our current contract with AMR ambulance service.

And be it resolved that the Firefighters (EMT/AEMT) of South Line Volunteer Fire Company Inc. will provide this advanced life support (ALS/transport) first responder including the following care: advanced airway management, IV therapy, epi auto injector, albuterol administration, early defibrillation, glucose monitoring, 12-lead EKG with transmission to hospital, CPAP, ambulance transport service secondary to the established AMR contract with the Town of Cheektowaga.



**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

**RE:**

**RESOLUTION OF DEMONSTRATED ABSENCE, REDUCED AVAILABILITY OR INADEQUATE LEVEL OF CARE IN AMBULANCE OR EMERGENCY MEDICAL SERVICE AVAILABLE TO THE SOUTH LINE FIRE DISTRICT NO. 10 WHICH IS NOT READILY CORRECTABLE THROUGH THE RELOCATION OR IMPROVEMENT OF EXISTING SERVICES.**

**WHEREAS, the furnishing of medical assistance in an emergency is a matter of vital concern affecting the public health, safety, and welfare, prehospital emergency medical care, the provision of prompt and effective communication among ambulance and hospitals and safe and effective care and transportation of sick and injured being essential public health services, and**

**WHEREAS, a fire district may provide an emergency medical service, a general ambulance service or a combination of such services for the purpose of providing prehospital emergency medical treatment or transporting sick or injured persons found within the boundaries of the municipalities acting jointly to a hospital, clinic, sanatorium or other place for treatment of such illness or injury pursuant to General Municipal Law § 122, and**

**WHEREAS, a fire district acting through its local governing body, may adopt resolutions to establish and operate advanced life support first responder services or municipal ambulance services within the fire district, upon meeting or exceeding all standards set by the Department of Health for training, staffing, and equipment, and upon filing the State Emergency Medical Services Council a written request for such authorization, and**

**WHEREAS, over time and for various reasons, personnel and equipment has decreased to answer the call, and it is anticipated that this decline will only continue, thereby leaving the fire district without direct emergency service coverage and placing a significant strain on the other parts of the system, and**

**NOW, THEREFORE, BE IT RESOLVED, that pursuant to Article 30 of New York State Public Health Law, Section 3008, the South Line Fire District No. 10 hereby finds and determines that there is a demonstrated absence, reduced availability or an inadequate level of care in ambulance or emergency medical service available to the fire district which is not readily correctable through the relocation or improvement of existing services, and**

**BE IT FURTHER RESOLVED, that the board of fire commissioners have deemed this necessary and appropriate, are authorized and directed to apply for and obtain a municipal Certificate of Need for ALS Transport effective November 7th, 2022.**



**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**  
**1049 French Rd. Cheektowaga, N.Y. 14227**

STATE OF NEW YORK                    )  
  ) SS:  
SOUTH LINE FIRE DIST NO. 10 )

I, Todd A. Roland, Chairman of the Board of Fire Commissioners of the South Line Fire District 10, Cheektowaga, NY, do hereby certify that the foregoing is a true and exact copy of resolution duly adopted by the Board of Fire Commissioners on November 7th, 2022.

Todd A. Roland, Chairman of the Board

11/7/22

Date

**ADOPTED BUDGET 2024**  
**SOUTH LINE FIRE DISTRICT #10**  
**Town of Cheektowaga**  
**County of Erie**

---

**Robert Monkelbaan**

**Treasurer**

**NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL**  
**DIVISION OF MUNICIPAL AFFAIRS**  
**ALBANY, NY**  
**SUMMARY OF BUDGET**

Appropriations	\$1,786,985.00
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Less:

Estimated Revenues	\$ 0.00
Estimated Unexpended Balance	\$ 0.00

Total Estimated Revenues and Unexpended Balance	0.00
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Total to be raised by Real Property Taxes	\$1,786,985.00
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### ESTIMATED REVENUES

Interest on Deposits	0.00
Rentals	0.00
Sales of Equipment	0.00
Gifts and Donations	0.00
Miscellaneous Income	0.00

Total Estimated Revenues	0.00
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## APPROPRIATIONS

	Adopted Expenditure
A3410.1 Fire Personal Services	\$128,443.00
A3410.2 Equipment and Capital Outlay	\$500,000.00
A3410.4 Contractual Expenditures	\$538,400.00
A3410.6 Debt Services – Principle	\$214,244.00
A3410.7 Debt Services – Interest	\$ 23,898.00
A3410.8 Employee Benefits	\$382,000.00
Total Appropriations	\$1,786,985.00

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## **BILLING SERVICE AGREEMENT**

THIS AGREEMENT made and entered into as of October 04, 2023, by and between Professional Ambulance Billing LLC, a New York limited liability company having its principal place of business at 8610 Main Street, Williamsville, NY 14221, and South Line Fire District with their primary business location of 1049 French Road, Cheektowaga, NY 14227 (hereinafter the "Provider").

### **WITNESSETH**

WHEREAS, the Provider and Professional Ambulance Billing LLC wish to establish a professional relationship for ambulance Basic and Advanced Life Support billing services; and,

WHEREAS, the Provider supplies certain ambulance services to the residents and visitors of its primary and mutual aid territories;

WHEREAS, the Provider desires to be reimbursed, to the extent legally permissible, by the individuals utilizing the Provider's ambulance Basic and Advanced Life Support services, by such individuals or through their government and/or private health insurance carriers; and,

WHEREAS, Professional Ambulance Billing LLC has experience in revenue recovery for services as a third-party billing service and is willing to provide such service to the Provider for a fee; and,

WHEREAS, the Provider desires to have Professional Ambulance Billing LLC provide certain revenue recovery services (as described in Paragraph 1) as a third-party billing service.

NOW, THEREFORE, in consideration of the foregoing promises and the usual covenants and promises contained herein, the parties agree as follows:

#### **1. Work To Be Performed and Services To Be Rendered**

- (A) Professional Ambulance Billing LLC shall provide revenue recovery services on behalf of the Provider. Provider hereby designates Professional Ambulance Billing LLC as the exclusive provider of Provider's billing services for the term of this contract, and for each renewal or extension thereof. Professional Ambulance Billing, LLC shall utilize its best efforts to comply with industry standards of professional ambulance billing.
- (B) Professional Ambulance Billing LLC shall serve as the Provider's authorized agent for the purpose of obtaining the necessary agency authorizations, provider numbers and insurance company contracts required for revenue recovery.
- (C) Professional Ambulance Billing LLC will mail or electronically transmit a claim to the insurance carrier of the patient in accordance with federal, state, or other applicable requirements. In the absence of insurance information or a patient's signature, correspondence will be sent to the patient to obtain the required billing information.
- (D) Professional Ambulance Billing LLC shall upon receipt of any payment by or on behalf of the individual(s) who received the service, forward the payment to the Provider or deposit the said payment in a bank account established for the Provider based upon a

## **2. Obligations of Provider**

**Provider shall:**

- (A) Provide accurate, complete, and detailed medical, treatment, patient care, and mileage and transportation information for patients. In no way shall Professional Ambulance Billing LLC be required to verify the accuracy of any such information provided.**
- (B) Use its best efforts to obtain accurate billing and insurance information.**
- (C) Timely submit Patient Care Reports to Professional Ambulance Billing LLC.**
- (D) Cooperate with Professional Ambulance Billing LLC in all respects with regard to the collection of information and the submission of accurate bills.**
- (E) Professional Ambulance Billing LLC shall provide training to Provider's employees in the use of its system at no charge to Provider.**

## **3. Compensation and Fees**

- (A) Provider agrees to a flat fee of \$35.00 per Patient Care Report submitted to or on behalf of each of Provider's patients. Within five (5) days after the last day of every calendar month, Professional Ambulance Billing LLC shall determine the total number of Patient Care Reports for that given month which were processed for billing and actually submitted or billed to or on behalf of the patient and transmit such number and the amount due to Provider. In addition, upon placement of charts, Professional Ambulance Billing, LLC will provide a monthly charting software credit of \$150.00 if the billable call volume is 400 within a 12-month period. In the event the call volume exceeds 600 billable calls during a 12-month period, an additional monthly credit of \$150.00 will be provided.**
- (B) The Provider shall pay Professional Ambulance Billing LLC's invoice in the next normal check production/accounts payable cycle, but in no event more than thirty (30) calendar days from the date of the invoice from Professional Ambulance Billing LLC. Failure to pay within a timely manner shall result in interest on the late fee at a rate of five (5%) percent per annum. Any payments made shall be first applied to the interest owed, and then to the oldest outstanding fees, and then to the current charges.**
- (B) Provider shall provide any disputed bills to the attention of Professional Ambulance Billing LLC, in writing, within thirty (30) days of the date of the invoice, or such bill shall be deemed appropriate and accepted and Provider shall be deemed to have waived any such dispute of any actual charges, plus interest.**

4. Reports

Reports will be mailed or emailed to the Provider each calendar month by Professional Ambulance Billing LLC. The reports will include charge detail, credit and collection detail and an aged patient receivable report as of the end of each month. Professional Ambulance Billing LLC will provide timely customized reports as necessary to facilitate any audit requirements.

5. Limitation of Liability

- (A) Should any action arise from inaccurate or inappropriate billing based on inaccurate or inappropriate information which the Provider has provided to Professional Ambulance Billing LLC, the Provider shall be responsible for any and all actions, costs, judgments, fines, and fees. Provider shall defend, indemnify, and hold Professional Ambulance Billing, LLC harmless for any such acts where the acts or omissions of Professional Ambulance Billing, LLC were due to Professional Ambulance Billing's unintentional conduct.
- (B) Professional Ambulance Billing, LLC shall defend, indemnify, and hold Provider harmless for any lawsuits, actions, judgments, fines, or other costs or fees arising solely out of Professional Ambulance Billing, LLC's acts or omissions.

6. Confidentiality

- (A) Professional Ambulance Billing LLC, its employees and agents shall not disclose or use for benefit of other than the Provider, any and all information obtained from the Provider. Professional Ambulance Billing LLC shall be bound by the laws of confidentiality which bind the Provider in the Provider's jurisdiction.
- (B) The Provider, its employees and agents shall not disclose or use for benefit of other than Professional Ambulance Billing LLC, any and all written or tangible information developed as a result of this Agreement.
- (C) The Parties shall enter into a Business Associates Agreement in the form attached hereto for purposes of protecting patient confidentiality.

7. Terms of Agreement

This Agreement shall run for a period of two (2) years from the effective date of this agreement. This Agreement shall automatically renew annually for one year unless any party provides notice of termination no less than ninety (90) and no more than one hundred twenty (120) days prior to the expiration date of this Agreement.

8. General

- (A) Professional Ambulance Billing LLC represents, warrants and agrees that it is and will continue to be compliant with all regulations of the Office of the Inspector General (OIG) and the New York State Office of the Medicaid Inspector General (OMIG).
  - a. Each party warrants to the other that it will check the Office of the Inspector General's List of Excluded Individuals/Entities (LEIE) prior to making a decision to employ an individual or contract with an entity to provide items or services directly or

determine whether any of its personnel or contractors have been excluded from a federal health care program, will terminate any excluded person or contractor from performing work that it is directly or excluded person or contractor who has performed work for it under this contract during the period of the exclusion that was billed or would otherwise be billable to a federal health care program.

b. Notwithstanding any other provisions of this agreement, either party may terminate this agreement immediately upon the exclusion of the other party from any state federal health care program.

- (B) This Agreement is the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject hereof. This Agreement may be amended only by an instrument executed by the authorized representatives of both parties.
- (C) This Agreement shall be interpreted in accordance with the laws of the State of New York.
- (D) Professional Ambulance Billing LLC and its representatives are independent contractors of the Provider, and Professional Ambulance Billing LLC and its representatives in no event will be considered an agent, employee or joint venture of, or with the Provider or its representative or agents. The sole exception to this paragraph is for the purpose of obtaining necessary authorizations, provider numbers and insurance company contracts as cited in Section 1., paragraph (C) and for conducting billing services on behalf of Provider.
- (E) Any waiver of any provision of this Agreement must be in writing. No waiver of any provision of this Agreement will constitute a waiver of any other provision hereof, whether or not similar, or a continuing waiver. The performance by any of the parties hereto of any act not required of it under the terms and conditions of this Agreement will not constitute a waiver of the parameter for and limitation on its obligation under this Agreement, and no such performance shall stop such party from asserting such parameters or limitations as to any further or future performance of its obligations.
- (F) Any notice to a party hereto pursuant to this Agreement must, in order to be valid and binding, be submitted in writing and mailed by certified or registered mail, addressed as follows, or at such other address for a party as shall be specified pursuant hereto:

If to Professional Ambulance Billing LLC, to:  
Professional Ambulance Billing LLC  
8610 Main Street  
Williamsville, New York 14221

If to the Provider, to:  
South Line Fire District  
1049 French Road  
Cheektowaga, NY 14227

9. Definitions

For the purpose of this Agreement, the following definitions shall apply:

- (A) "Service" shall mean any ambulance, transportation or emergency medical service provided by the Provider or other individual(s), whether treated and/or transported by the Provider or its representatives.
- (B) "Information" shall mean a document containing the following:
- (i) The date and time the service was rendered by the Provider or its representative(s) to an individual or individuals.
  - (ii) The location where the service originated and occurred.
  - (iii) The apparent reason why the service was requested (e.g. auto accident, heart attack, non-vehicle trauma, seizure, etc.)
  - (iv) If the service is, in part or in whole, transportation, the destination of the service including the name of any hospital.
  - (v) The name, address and gender of the individual(s) who received the service.
  - (vi) The name and address of the legally responsible party if other than the individual(s) who received the service
  - (vii) The date of birth of the individual(s) who received the service.
  - (viii) An assessment of the illness/injury of the individual(s) who received the service.
  - (ix) Whether the injury/illness to the individual who received the service is work related.
  - (x) If the service is provided to an individual who is insured for any portion of the cost of the service, the name and address of the insurer and the insured's insurance identification number(s) including group and individual numbers, also, any signatures required for revenue recovery.
  - (xi) Any supplemental insurance information requested by Professional Ambulance Billing LLC where the service is provided to an insured individual.
  - (xii) Whether the Provider desires direct billing to a third party (such as a third party payer) for the service provided to an insured individual(s).

11. **Independent Contractor Relationship.** This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

12. **Notice.** Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

**TO: COVERED ENTITY:**

South Line Fire District  
1049 French Road  
Cheektowaga, NY 14227

**TO: BUSINESS ASSOCIATE:**

Charles Jordan, President  
Professional Ambulance Billing, LLC  
8610 Main Street  
Williamsville New York 14221

13. **Severability.** If any section or portion of this Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Agreement.

14. **Interpretation.** The terms and conditions of this Agreement shall supersede any conflicting terms and conditions in the underlying Service Agreement (as amended from time to time) between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and applicable laws. The parties agree that any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and applicable laws.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the Service Agreement Effective Date.

**COVERED ENTITY:**

By: [Signature]

Title: Commissioner

Date: 11/20/23

Doc #1972621.1

**BUSINESS ASSOCIATE:**

By: [Signature]

Charles Jordan, President

Date: 11/20/23



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## Medical Director Verification

Please identify the physician providing Quality Assurance oversight to your individual agency. If your agency provides Defibrillation, Epi-Pen, Blood Glucometry, Albuterol or Advance Life Support (ALS), you must have specific approval from your Regional EMS Council's Medical Advisory Committee (REMAC) and oversight by a NY state licensed physician. If you change your level of care to a higher ALS level, you must provide the NYS DOH Bureau of EMS a copy of your REMAC's written approval notice.

If your service wishes to change to a lower level of care, provide written notice of the change and the level of care to be provided, and the effective date of implementation, to your REMAC with a copy to the NYS DOH Bureau of EMS.

If your agency has more than one Medical Director, please use copies of this verification and indicate which of your operations or REMAC approvals apply to the oversight provided by each physician. Please send this form to your DOH EMS Central Office for filing with your service records.

- |  |  |  |  |  |
|--|--|--|--|--|
| <input checked="" type="checkbox"/> Defibrillation / PAD | <input checked="" type="checkbox"/> Epi Autoinject     | <input checked="" type="checkbox"/> Albuterol        | <input checked="" type="checkbox"/> Blood Glucometry         | <input checked="" type="checkbox"/> Naloxone                         |
| <input checked="" type="checkbox"/> CPAP                 | <input checked="" type="checkbox"/> Check and Inject   | <input checked="" type="checkbox"/> 12 Lead          | <input type="checkbox"/> Ambulance Transfusion Service (ATS) |  |
| <input type="checkbox"/> EMT Level of Care               | <input checked="" type="checkbox"/> AEMT Level of Care | <input type="checkbox"/> Critical Care Level of Care | <input type="checkbox"/> Paramedic Level of Care             | <input type="checkbox"/> Controlled Substances (BNE License on File) |

Agency Name South Line Fire District. 10

Agency Code Number 6293 Agency Type: ☒ Ambulance ☐ ALSFR ☐ BLSFR

Agency CEO Todd Roland  
Name

Medical Director Dr. John McNamara  
Name

275-579  
NYS Physician's License Number

Ambulance/ALSFR Agency Controlled Substance License # if Applicable: 03C --

Ambulance/ALSFR Agency Controlled Substance License Expiration Date:

*I affirm that I am the Physician Medical Director for the above listed EMS Agency. I am responsible for oversight of the pre-hospital Quality Assurance/Quality Improvement program for this agency. This includes medical oversight on a regular and on-going basis, in-service training and review of Agency policies that are directly related to medical care.*

*I am familiar with applicable State and Regional Emergency Medical Advisory Committee treatment protocols, policies and applicable state regulations concerning the level of care provided by this Agency.*

*If the service I provide oversight to is not certified EMS agency and provides AED level care, the service has filed a Notice of Intent to Provide Public Access Defibrillation (DOH-4135) and a completed Collaborative Agreement with its Regional EMS Council.*

Medical Director

Signature

Date of Signature

5/30/27



29 October 2022

To Whom It May Concern:

The South Line Fire District has applied to change their operating certificate from ALS First Response to ALS Transport. This was reviewed and approved by the Western REMAC at our meeting on September 7, 2022.

We support South Line's request to upgrade their level of service. Please contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to read "Michael O'Brien", with a small "MD" written below the name.

Michael O'Brien, MD, FACEP, FAEMS, CCEMT-P  
Chair, Western Regional Emergency Medical Advisory Committee  
mco6@buffalo.edu | (716) 313-2131 [mobile/fax]

May 30th, 2024

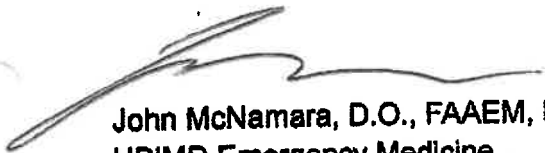
South line Fire District #10  
1049 French Rd  
Cheektowaga, NY 14227

To Whom it may concern,

I am writing to support the CON application and continuation of the ALS municipal transport service that the South Line Fire District #10 provides. South Line is committed to improving pre-hospital care in their community and has undoubtedly made a positive change in their community since they were awarded their temporary municipal transport CON. The continuation of their service will no doubt result in a benefit to their fire district and the Town of Cheektowaga.

I also endorse their request to expand their operating territory to the Town of Cheektowaga boundaries. Feel free to contact me with any questions or concerns regarding their application.

Yours Truly,

A handwritten signature in dark ink, appearing to read 'John McNamara', with a long horizontal flourish extending to the right.

John McNamara, D.O., FAAEM, FACEP  
UBJMD Emergency Medicine  
South Line Fire District #10 Medical Director

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**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**

**1049 French Rd. Cheektowaga, N.Y. 14227**

Cheektowaga, NY 14227

May 3, 2024

To Whom It may concern,

South Line Fire District #10 (SLFD) has provided emergency medical services to our fire district at the advanced life support (ALS) first response level for the last eighteen years. Since 2022, the fire district has been operating as an ALS transporting agency and is now required to file a new certificate of need (CON) application with the New York State Department of Health, Bureau of EMS. The application is to secure a permanent operating certificate to maintain the fire district's ALS transport status.

The state requires that we demonstrate a need for our service based on their definition of "public need:"

***"THE DEMONSTRATED ABSENCE, REDUCED AVAILABILITY OR AN INADEQUATE LEVEL OF CARE IN AMBULANCE OR EMERGENCY MEDICAL SERVICE AVAILABLE TO A GEOGRAPHICAL AREA WHICH IS NOT READILY CORRECTABLE THROUGH THE REALLOCATION OR IMPROVEMENT OF EXISTING RESOURCES."***

It is the position of SLFD that the continuation of our service is consistent with the definition of "public need" as there is a lack of ambulance services and EMS personnel in our area and nationwide. After reviewing the town EMS study sponsored by the town of Cheektowaga, we express that the continuation of our service can only benefit the community. The continuation will have a positive impact for our constituents as the local shortage of paramedics grows. Since the start of our ambulance service, South Line has completed 67 emergent and non-emergent medical transports when other services were not available. These transports included those for our fire district residents and for patients that reside outside of our fire district.

We are asking for a written endorsement from your business/organization in support of our efforts to maintain our ALS transport status. We also ask that your endorsement includes support to expand our operating territory to the Town of Cheektowaga boundaries. The CON process requires that your response acknowledges receipt of the definition of "public need". Your response will be included in our application to New York State, therefore please respond by June 30th, 2024. We enclosed an optional pre-written endorsement that can be used with or without letterhead.

Thank you for your support of our application. If you have any questions, please contact us at (716) 668-1232. Letters can be mailed to the listed return address.

Todd Roland, Commissioner

Andy Dayton, Chief

Spencer Bruno, Captain



# Town of Cheektowaga

Cheektowaga Town Hall – Suite 201  
3301 Broadway Street  
Cheektowaga, NY 14227

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Office Phone: (716) 686-3465

Fax: (716) 686-3551

E-mail: [supervisorsoffice@tocny.org](mailto:supervisorsoffice@tocny.org)

Brian Nowak  
SUPERVISOR

September 23, 2024

To Whom It May Concern,

I am writing this letter on behalf of the Town of Cheektowaga by virtue of being the Town of Cheektowaga Supervisor. I am writing to provide an official endorsement to the South Line Fire District. I endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. More, I endorse their plan to expand their operating territory to the Town of Cheektowaga boundaries. I have reviewed the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brian Nowak", with a long horizontal flourish extending to the right.

Brian Nowak  
Supervisor  
Town of Cheektowaga

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/22/24

[Insert Date]

EMIL DEVLIN-ANTIS (OWNER)

[Insert Name/Title]

[Insert Business/Organization Name]

**Frenchview Family Restaurant  
1340 French Rd.  
Depew, NY 14043**

[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

Emil Devlin-Antis

[Signature]

OWNER

[Insert Name/Title]



South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/10/2024

[Insert Date]

JOHN MIESNER, RECTOR

[Insert Name/Title]

NEW APOSTOLIC CHURCH

[Insert Business/Organization Name]

1049 LOSSIN ROAD, CHEEKTOWAGA, NY 14227


[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

  
[Signature]

JOHN MIESNER, RECTOR

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

10 MAY 2024

[Insert Date]

DAVID A DICHMAN DDS

[Insert Name/Title]

DAVID A DICHMAN DDS

[Insert Business/Organization Name]

1025 FRENCH ROAD  
[Insert Return Address] CHEEKTOWAGA NY  
14227

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,

David A Dichman DDS

[Signature]

DAVID A DICHMAN DDS / OWNER

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/10/24

[Insert Date]

Brian Fenik Chief of Narcotics

[Insert Name/Title]

LVAC

[Insert Business/Organization Name]

40 Embury Pl Lancaster NY 14086

[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,



[Signature]

Brian Fenik Chief of Narcotics

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/8/24  
[Insert Date]

Chief Joseph Dahm  
[Insert Name/Title]

U-Crest  
[Insert Business/Organization Name]

255 Clover Pl. Cheektowaga NY 14225  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

Joseph Dahm  
[Signature]

Chief Joseph Dahm  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/28/24

[Insert Date]

Andrew Mical Sr Safety Mgr

[Insert Name/Title]

Rosina Food Products

[Insert Business/Organization Name]

75 Empire Road 170 French Road

[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,



[Signature]

Andrew Mical Sr Mgr, Safety

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5-7-2024

[Insert Date]

ANTHONY S COPANI PRES  
[Insert Name/Title]



ABSOLUTE  
CANINE  
EXPERIENCE  
240 French Road  
Cheektowaga, NY 14227

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,

  
[Signature]

ANTHONY S COPANI PRES  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/6/24  
[Insert Date]  
DANIEL S. GUMMICK / <sup>SPRE</sup>MANAGER  
[Insert Name/Title]

WALGREENS DRUG  
[Insert Business/Organization Name]

1180 FRENCH RD. CHEEKTOWAGA N.Y. 14227  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

  
[Signature]

DANIEL S. GUMMICK / <sup>SPRE</sup>MANAGER  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

09 MAY 2024

[Insert Date]

DANIEL HATFIELD

[Insert Name/Title]

HY-VIEW FIRE COMPANY

[Insert Business/Organization Name]

8 AIRPORT RD. CHEEK NY 14043

[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,

Dan Hatfield

[Signature]

CHIEF

[Insert Name/Title]



South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/7/24  
[Insert Date]

ANTONINO BELLAVIA  
[Insert Name/Title]

TONY'S HAIRSTYLING  
[Insert Business/Organization Name]

341 FRENCH RD. CHEEKTOWAGA, NY 14227  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

Antonino Bellavia  
[Signature]

ANTONINO BELLAVIA / OWNER  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/3/24

[Insert Date]

PASTOR SETH KOEN

[Insert Name/Title]

PUBLIC BELIEVERS BAPTIST CHURCH

[Insert Business/Organization Name]

751 FRENCH RD CHEEKTOWAGA, NY 14227

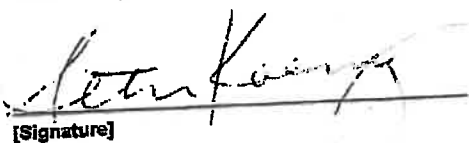
[Insert Return Address]

To whom it may concern,

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We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,



[Signature]

Lead Pastor

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5 / 9 / 24

[Insert Date]

[Insert Name/Title]

[Insert Business/Organization Name]

[Insert Return Address]

*Amigone Funeral Home, Inc.*  
2600 Sheridan Drive  
Tonawanda, NY 14150

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me:

Sincerely,

*[Handwritten Signature]*

[Signature]

*[Handwritten Name/Title]*

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/6/24  
[Insert Date]

David Gordon  
[Insert Name/Title]

Gordon Companies Inc  
[Insert Business/Organization Name]

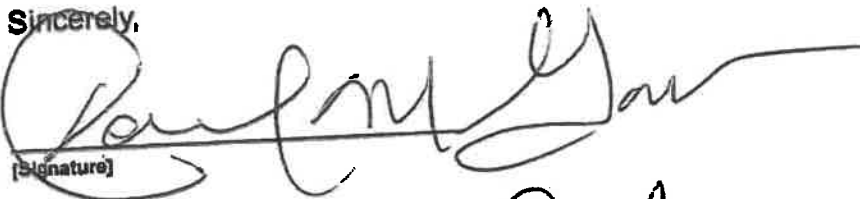
85 Inns Brook  
[Insert Return Address] Cheektowaga, NY 14227

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

  
[Signature]

David M. Gordon  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/10/24  
[Insert Date]

DR - Roy DeFrancis  
[Insert Name/Title]

SANE  
[Insert Business/Organization Name]

570 French Rd  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

Roy DeFrancis  
[Signature]

ROY DEFRAncis  
[Insert Name/Title]



## **Cheektowaga Police Department**

3223 Union Road Cheektowaga, New York 14227  
Phone (716) 686-3500

**Brian F. Coons – Chief of Police**

---

13 May 2024

To Whom It May Concern,

I am writing this letter on behalf of the Cheektowaga Police Department. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, Bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write me back.

Sincerely,

A handwritten signature in cursive script that reads "Brian F. Coons".

Brian F. Coons  
Chief of Police



**DOYLE HOSE COMPANY NO. 2**  
**OFFICE OF THE CHIEFS**

100 Willowlawn Parkway  
Cheektowaga, New York 14206  
716.824.6188

**South Line Fire District No. 10**  
**1049 French Road**  
**Cheektowaga, NY 14227**

**May 16th, 2024**

**Matthew L. Burdzy - Chief**  
**Doyle Hose Co. #2**  
**100 Willowlawn Pkwy.**  
**Cheektowaga, NY 14206**

To whom it may concern,

I Matthew Burdzy am writing this letter on behalf of Doyle Hose Company no. 2 and Doyle fire District no. 1. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an Advanced Life Support (ALS) transport status and ask that the New York State Health department, bureau of EMS accept their Certificate of Need (CON) application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

**Matthew L. Burdzy**  
**Chief**

— Members of —

Firemen's Association State of New York  
Southwestern Association of Vol. Firemen  
Western New York Vol. Firemen's Association  
Erie County Volunteer Firemen's Association  
Cheektowaga Chief's Mutual Aid Association

— Affiliates —

Pine Hill Co. First Aid Corps  
Pine Hill Hose Co. Exempts' Ass'n.  
Pine Hill Hose Co. Drum Corps

# Pine Hill Hose Company

INCORPORATED 1927

FIRE DISTRICT No. 5, TOWN OF CHEEKTOWAGA  
ERIE COUNTY, NY

POST OFFICE ADDRESS  
2433-2435 GENESEE STREET  
BUFFALO, NY 14225

South Line Fire District No 10  
1049 French Road  
Cheektowaga, NY 14227

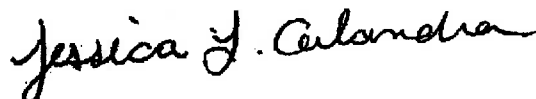
May 8<sup>th</sup>, 2024  
Chief Jessica Calandra  
Pine Hill Fire Department  
2435 Genesee Street Cheektowaga, NY 14225

To Whom It May Concern:

I am writing this letter on behalf of the Pine Hill Fire Department. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain their ALS transport status and ask the New York State Department of Health, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me or call me at (716)464-0790.

Sincerely,



Jessica Calandra  
Chief  
Pine Hill Fire Department



South Line Fire District No: 10  
1049 French Rd  
Cheektowaga, NY 14227

May 21, 2024  
[Insert Date]

Chip Schnurstein Plant Manager  
[Insert Name/Title]

Pro Ampak Buffalo, NY  
[Insert Business/Organization Name]

55 Ironsbrook Dr Cheektowaga, NY 14227  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

We have received the state's definition of "public need" and believe that there is undoubtedly a need for South Line's transport service to continue and expand. If you have any questions, you can write back to me.

Sincerely,

Chip Schnurstein  
[Signature]

Chip Schnurstein Plant Manager  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5-23-2024  
[Insert Date]

Jeffrey Place Commissioner  
[Insert Name/Title]

Forks Fire Dist #3  
[Insert Business/Organization Name]

3330 Broadway  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,

  
[Signature]

Jeffrey W Place  
[Insert Name/Title] Fire Commissioner

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/23/2024

[Insert Date]

Sean Shepard GM

[Insert Name/Title]

Randy Shepard & Assoc. Inc

[Insert Business/Organization Name]

501 Losses Rd. Cheektowaga

[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,



[Signature]

Sean M. Shepard (GM)

[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/9/24

[Insert Date]

JOHN TRYKANKOWSKI / CHIEF

[Insert Name/Title]

RESERVE VOL FIRE CO 1

[Insert Business/Organization Name]

20 PINE RIDGE CREEK NY 14211

[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,

  
[Signature]

JOHN TRYKANKOWSKI / CHIEF  
[Insert Name/Title]

South Line Fire District No. 10  
1049 French Rd  
Cheektowaga, NY 14227

5/6/24  
[Insert Date]

Chris Graham CEO  
[Insert Name/Title]

Volland Electric  
[Insert Business/Organization Name]

75 Waverack Dr Buffalo NY 14227  
[Insert Return Address]

To whom it may concern,

I am writing this letter on behalf of the business/organization I own or work for. We are providing an official endorsement to the South Line Fire District. We endorse their plan to maintain an ALS transport status and ask that the New York State Health Department, bureau of EMS accept their CON application. Additionally, we endorse their request to expand their operating territory to the Town of Cheektowaga boundaries.

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Sincerely,

  
[Signature]

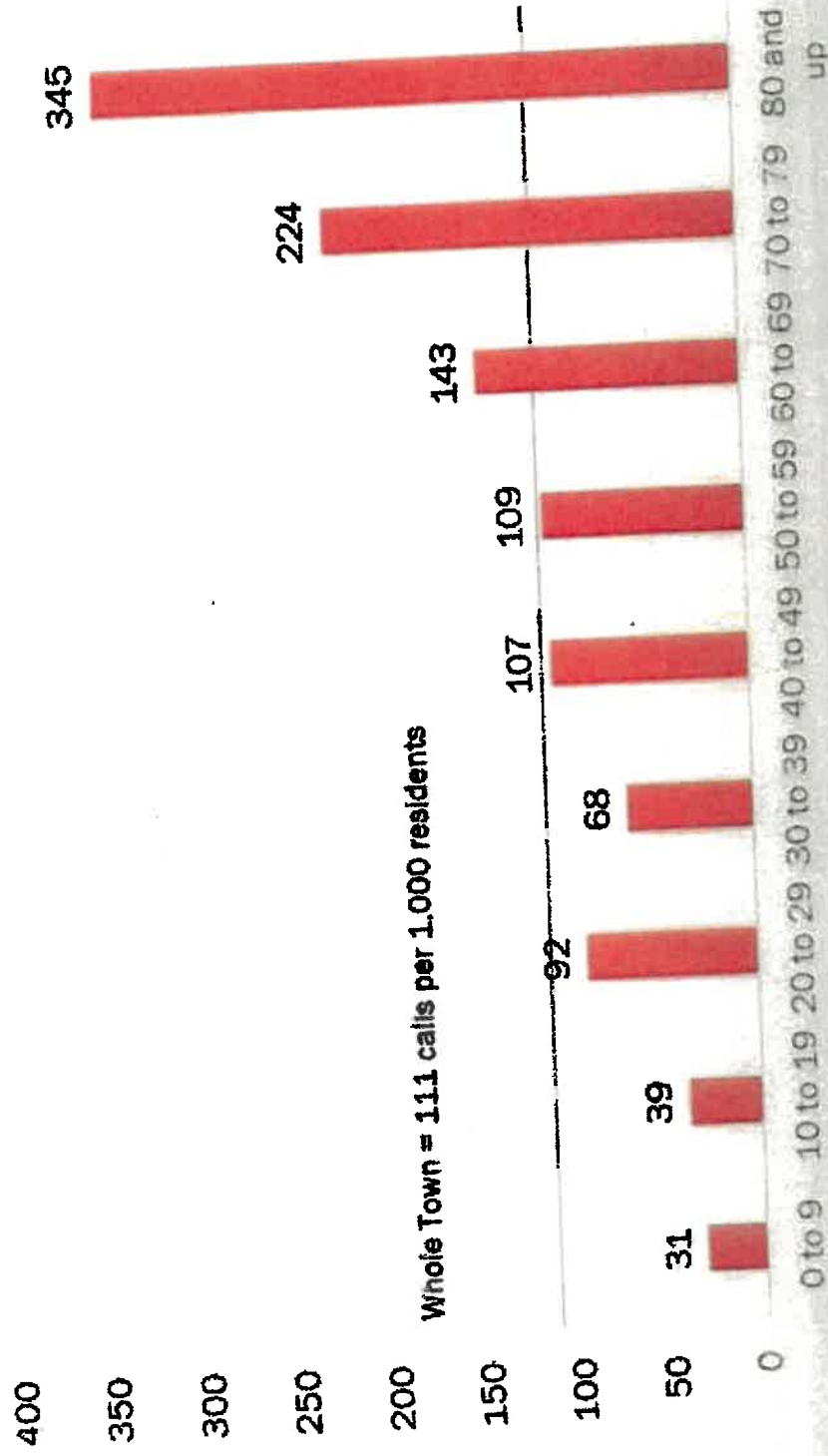
Chris Graham CEO  
[Insert Name/Title]

11

## Background

- CGR was engaged in mid- 2023 to conduct a comprehensive evaluation of the EMS system
- Interviews and site visits with
  - Each fire district/department;
  - AMR;
  - Cheektowaga Dispatch;
  - County and State Officials;
  - Medical Directors;
  - Other EMS agencies for comparisons;
- Gathered data on calls for service from 911 center and AMR
- Each department answered a questionnaire regarding their department

## Calls per 1,000 residents by age group





## Key Findings

Communication system and processes are adequate but could be improved.

There is no adequate back up for AMR, although new Erie County EMS might have that ability

Ambulance transport is mostly solid, but there are gaps, and the contract seems to favor AMR

ten separate EMS first response systems - each fire district responds differently and has different levels of care

AMR handles 6 times as many calls as the busiest FD (U Crest). More than half of AMR's calls are Ambulance Only (55%)

Over 400 volunteer E's and 120 certified EMS providers

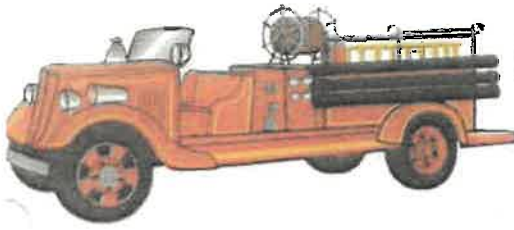
EMS Asset Calls account for 7% of calls in town (2668) and 85% (2616) of those do not have AMR responding

Concern that EMS call volume will wear on volunteers

EMS workforce is thin in area and it's a very competitive environment

Distrust apparent from some fire departments toward AMR

12



**SOUTH LINE FIRE DISTRICT NO. 10**  
**BOARD OF FIRE COMMISSIONERS**  
**1049 French Rd. Cheektowaga, N.Y. 14227**

**Memorandum For Notification ALS/Transport CON, South Line Fire  
Dist #10**

**From:** South Line Fire District Commissioners

**To:** EMS Medical Directors, Hospital CEO's, Emergency Department Directors,  
Ambulance Services,

The South Line Fire District #10 , Has applied for permanent application for ALS/Transport under article 30 of the New York State Public Health Law.

South Line Fire District is currently operating under NYS CON # 6293 , which was issued on 11/21/2022. Renewal of application is due on 11/21/2024 . This renewal will change our temporary status to permanent status for ALS/Transport.

A public Hearing will be scheduled in the near future for any questions and notifications will be sent to all above parties.

Thank you for your time in Advanced

South Line Board of Commissioners

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

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JUN 04 2024

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

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Street and Apt. No., or PO Box No. **40 Embury Pl**

City, State, ZIP+4® **Longster, NY 14866**

PS Form 3800, January 2023 PSN 7530-02-000-9077 See Reverse for Instructions

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$1.00

**Total Postage and Fees**

Sent To **Michael Minko Sr.**

Street and Apt. No., or PO Box No. **462 Grider St**

City, State, ZIP+4® **Buffalo, NY 14215**

PS Form 3800, January 2023 PSN 7530-02-000-9077 See Reverse for Instructions

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$1.00

**Total Postage and Fees**

Sent To **Anna OK WNY**

Street and Apt. No., or PO Box No. **461 William L. Grider Pl**

City, State, ZIP+4® **Buffalo, NY 14215**

PS Form 3800, January 2023 PSN 7530-02-000-9077 See Reverse for Instructions

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JUN 04 2024

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

**Total Postage and Fees**

Sent To **Anthony B. Litter**

Street and Apt. No., or PO Box No. **462 Grider St**

City, State, ZIP+4® **Buffalo, NY 14216**

PS Form 3800, January 2023 PSN 7530-02-000-9077 See Reverse for Instructions

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**Postmark**  
JUN 04 2024

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$1.00

**Total Postage and Fees**

Sent To **Jason Brader**

Street and Apt. No., or PO Box No. **462 Grider St**

City, State, ZIP+4® **Buffalo, NY 14215**

PS Form 3800, January 2023 PSN 7530-02-000-9077 See Reverse for Instructions

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JUN 04 2024

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$1.00

**Total Postage and Fees**

Sent To **Robert McComber**

Street and Apt. No., or PO Box No. **100 High St**

City, State, ZIP+4® **Buffalo, NY 14203**

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Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$10.65

Total Postage and Fees \$25.05

Sent To Milwille P. Gowan  
Street and Apt. No., or PO Box No. 416 Ellington St  
City, State, ZIP+4<sup>®</sup> Buffalo NY 14203

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☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$10.65

Total Postage and Fees \$25.05

Sent To Joseph M. M. M. M. M.  
Street and Apt. No., or PO Box No. 144 Genesee St  
City, State, ZIP+4<sup>®</sup> Buffalo NY 14203

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☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$10.65

Total Postage and Fees \$25.05

Sent To Sosette R. R. R. R. R.  
Street and Apt. No., or PO Box No. 416 Ellington St  
City, State, ZIP+4<sup>®</sup> Buffalo NY 14203

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Buffalo, NY 14203

Certified Mail Fee \$14.40

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$10.65

Total Postage and Fees \$25.05

Sent To Milwille P. Gowan  
Street and Apt. No., or PO Box No. 3149 Buffalo Ave  
City, State, ZIP+4<sup>®</sup> Buffalo NY 14215

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Buffalo, NY 14203

Certified Mail Fee \$14.40

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$10.65

Total Postage and Fees \$25.05

Sent To Sophia S. S. S. S. S.  
Street and Apt. No., or PO Box No. 462 Grider St  
City, State, ZIP+4<sup>®</sup> Buffalo NY 14215

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Buffalo, NY 14203

Certified Mail Fee \$14.40

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$10.65

Total Postage and Fees \$25.05

Sent To Margie Forrester Mery Flight  
Street and Apt. No., or PO Box No. 100 Amersy Villa Rd  
City, State, ZIP+4<sup>®</sup> Buffalo NY 14225

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Certified Mail Fee \$1.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

Total Postage and Fees \$1.40

Sent To Danah Boyd  
Street and Apt. No., or PO Box No. 100 High St  
City, State, ZIP+4® Buffalo, NY 14203

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Certified Mail Fee \$1.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

Total Postage and Fees \$1.40

Sent To John Smith  
Street and Apt. No., or PO Box No. 215 E Main St  
City, State, ZIP+4® Buffalo, NY 14214

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Certified Mail Fee \$1.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

Total Postage and Fees \$1.40

Sent To John Lynch  
Street and Apt. No., or PO Box No. 3095 South Western Blvd  
City, State, ZIP+4® Orchard Park, NY 14227

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Certified Mail Fee \$1.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

Total Postage and Fees \$1.40

Sent To Edward Cosgrove  
Street and Apt. No., or PO Box No. 565 Abbott Rd  
City, State, ZIP+4® Buffalo, NY 14220

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Certified Mail Fee \$1.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

Total Postage and Fees \$1.40

Sent To Brian Lenceny  
Street and Apt. No., or PO Box No. 462 E. 1st St  
City, State, ZIP+4® Buffalo, NY 14219

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Certified Mail Fee \$1.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.00

Total Postage and Fees \$1.40

Sent To Joseph Bart  
Street and Apt. No., or PO Box No. 100 High St  
City, State, ZIP+4® Buffalo, NY 14203

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Certified Mail Fee \$3.10

Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)	\$	2.80
Return Receipt (electronic)	\$	2.80
Certified Mail Restricted Delivery	\$	3.00
Adult Signature Required	\$	3.00
Adult Signature Restricted Delivery	\$	3.00

stage \$0.

al Postage and Fees

To Phumy Acharat  
Post and Apt. No. or PO Box No. 462 Grider St  
City, State, ZIP+4® Syracuse NY 14215

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05 04 2011



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Product	Qty.	Unit Price	Price
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First-Class Mail®	1		\$0.68
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Buffalo, NY 14203  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024

Certified Mail® \$4.40

Tracking #: 9589 0710 5270 2158 5058 78  
Return Receipt \$3.65

Tracking #: 9590 9402 8744 3310 3176 47  
\$8.73

First-Class Mail®	1		\$0.68
-------------------	---	--	--------

Buffalo, NY 14220  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024

Certified Mail® \$4.40

Tracking #: 9589 0710 5270 2158 5059 15  
Return Receipt \$3.65

Tracking #: 9590 9402 8744 3310 3177 60  
\$8.73

First-Class Mail®	1		\$0.68
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Buffalo, NY 14214  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024

Certified Mail® \$4.40

Tracking #: 9589 0710 5270 2158 5059 22  
Return Receipt \$3.65

Tracking #: 9590 9402 8744 3310 3177 53  
\$8.73

First-Class Mail®	1		\$0.68
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Buffalo, NY 14215  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024

Certified Mail® \$4.40

Tracking #: 9589 0710 5270 2158 5059 84  
Return Receipt \$3.65



Total 9590 9402 8744 3310 3176 92 \$8.73

First-Class Mail® 1 \$0.68  
Letter

Orchard Park, NY 14127

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 06/06/2024

Certified Mail®

Tracking #: \$4.40

9589 0710 5270 2158 5060 04

Return Receipt \$3.65

Tracking #:

Total 9590 9402 8744 3310 3179 13 \$8.73

First-Class Mail® 1 \$0.68  
Letter

Buffalo, NY 14203

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 06/06/2024

Certified Mail®

Tracking #: \$4.40

9589 0710 5270 2158 5059 77

Return Receipt \$3.65

Tracking #:

Total 9590 9402 8744 3310 3177 08 \$8.73

First-Class Mail® 1 \$0.68  
Letter

Buffalo, NY 14215

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 06/06/2024

Certified Mail®

Tracking #: \$4.40

9589 0710 5270 2158 5058 61

Return Receipt \$3.65

Tracking #:

Total 9590 9402 8744 3310 3176 54 \$8.73

First-Class Mail® 1 \$0.68  
Letter

Buffalo, NY 14225

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 06/06/2024

Certified Mail®

Tracking #: \$4.40

9589 0710 5270 2158 5059 60

Return Receipt \$3.65

Tracking #:

Total 9590 9402 8744 3310 3177 15 \$8.73

First-Class Mail® 1 \$0.68  
Letter

Buffalo, NY 14203

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 06/06/2024

Certified Mail®

Tracking #: \$4.40

9589 0710 5270 2158 5060 11

Return Receipt \$3.65

Tracking #:

Total 9590 9402 8744 3310 3179 06 \$8.73

First-Class Mail® 1 \$0.68  
Letter

Buffalo, NY 14215

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 06/06/2024

Certified Mail®

\$4.40

THU 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5060 11  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3179 06  
\$8.73  
Class Mail® 1 \$0.68

Buffalo, NY 14215  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5060 28  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3178 90  
\$8.73

Class Mail® 1 \$0.68

Buffalo, NY 14203  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5058 54  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3183 09  
\$8.73

Class Mail® 1 \$0.68

Buffalo, NY 14215  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5058 85  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3176 30  
\$8.73

Class Mail® 1 \$0.68

Buffalo, NY 14203  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5059 39  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3177 46  
\$8.73

Class Mail® 1 \$0.68

Buffalo, NY 14203  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5058 92  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3176 23  
\$8.73

Class Mail® 1 \$0.68

3330 3402 0744 3310 3177 4b  
\$8.73

ass Mail® 1 \$0.68

alo, NY 14203  
ht: 0 lb 0.50 oz  
imated Delivery Date  
Thu 06/06/2024  
ified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5058 92  
rn Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3176 23  
\$8.73

ass Mail® 1 \$0.68

alo, NY 14215  
ht: 0 lb 0.50 oz  
imated Delivery Date  
Thu 06/06/2024  
ified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5059 46  
rn Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3177 39  
\$8.73

ass Mail® 1 \$0.68

alo, NY 14215  
ht: 0 lb 0.50 oz  
imated Delivery Date  
Thu 06/06/2024  
ified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5059 08  
rn Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3176 16  
\$8.73

ass Mail® 1 \$0.68

alo, NY 14215  
ht: 0 lb 0.50 oz  
imated Delivery Date  
Thu 06/06/2024  
ified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5059 91  
rn Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3179 20  
\$8.73

lass Mail® 1 \$0.68

aster, NY 14086  
ght: 0 lb 0.50 oz  
imated Delivery Date  
Thu 06/06/2024  
tified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5059 53  
urn Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3177 22  
\$8.73

lass Mail® 1 \$0.68

ffp NY 14215  
lg. 0 lb 0.50 oz  
timated Delivery Date  
Thu 06/06/2024  
rtified Mail® \$4.40

First-Class Mail® 1 \$0.68  
Letter  
Buffalo, NY 14215  
Weight: 0 lb 0.50 oz  
Estimated Delivery Date  
Thu 06/06/2024  
Certified Mail® \$4.40  
Tracking #: 9589 0710 5270 2158 5060 35  
Return Receipt \$3.65  
Tracking #: 9590 9402 8744 3310 3178 83  
Total \$8.73

Grand Total: \$165.87

debit Card Remit \$165.87

Card Name: AMEX  
Account #: XXXXXXXXXXXX9582  
Approval #: 840444  
Transaction #: 979  
AID: A000000025011001 Contactless  
AL: AMERICAN EXPRESS  
PIN: Verified

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Mark: 51

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Buffalo, NY 14224

Postage and Fees \$4.85 0224 5

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)	\$0.00
Return Receipt (electronic)	\$0.00
Certified Mail Restricted Delivery	\$0.00
Adult Signature Required	\$0.00
Adult Signature Restricted Delivery	\$0.00

Postage \$0.72

Total Postage and Fees \$5.57

Sent To Dr. Kevin Miller  
 Street and Apt. No., or PO Box No. 100 High St  
 City, State, ZIP+4® Buffalo, NY 14203

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Buffalo, NY 14224

Postage and Fees \$4.85 0224 5

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)	\$0.00
Return Receipt (electronic)	\$0.00
Certified Mail Restricted Delivery	\$0.00
Adult Signature Required	\$0.00
Adult Signature Restricted Delivery	\$0.00

Postage \$0.72

Total Postage and Fees \$5.57

Sent To Dr. Kevin P. T. on 9/3/24  
 Street and Apt. No., or PO Box No. 100 Grider St  
 City, State, ZIP+4® Buffalo, NY 14218

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Buffalo, NY 14224

Postage and Fees \$4.85 0224 5

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)	\$0.00
Return Receipt (electronic)	\$0.00
Certified Mail Restricted Delivery	\$0.00
Adult Signature Required	\$0.00
Adult Signature Restricted Delivery	\$0.00

Postage \$0.72

Total Postage and Fees \$5.57

Sent To Dr. Kevin Miller  
 Street and Apt. No., or PO Box No. 100 High St  
 City, State, ZIP+4® Buffalo, NY 14203

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Buffalo, NY 14224

Postage and Fees \$4.85 0224 5

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)	\$0.00
Return Receipt (electronic)	\$0.00
Certified Mail Restricted Delivery	\$0.00
Adult Signature Required	\$0.00
Adult Signature Restricted Delivery	\$0.00

Postage \$0.72

Total Postage and Fees \$5.57

Sent To Gregory G.  
 Street and Apt. No., or PO Box No. 335a Broadview  
 City, State, ZIP+4® Cheektowatch, NY 14227

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Buffalo, NY 14228

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as indicated)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$0.72

Total Postage and Fees \$5.67

Sent To *Twin City Ambulance*  
 Street and Apt. No., or PO Box No. *55 Commerce Dr*  
 City, State, ZIP+4® *Buffalo, NY 14228*

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Buffalo, NY 14228

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as indicated)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$0.72

Total Postage and Fees \$5.67

Sent To *Dr. Millard O'Brien*  
 Street and Apt. No., or PO Box No. *27 Goodell St 340*  
 City, State, ZIP+4® *Buffalo, NY 14203*

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Buffalo, NY 14228

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as indicated)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$0.72

Total Postage and Fees \$5.67

Sent To *Supervisor NOWAK*  
 Street and Apt. No., or PO Box No. *3301 Broadway*  
 City, State, ZIP+4® *Chickadee, NY 14227*

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Buffalo, NY 14228

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as indicated)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage \$0.72

Total Postage and Fees \$5.67

Sent To *Chief Lacher*  
 Street and Apt. No., or PO Box No. *100 Leira Rd*  
 City, State, ZIP+4® *West Seneca, NY 14224*

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WEST SENECA  
4300 SENECA ST  
BUFFALO, NY 14224-9998  
(800)275-8777

09/03/2024

03:15 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.73
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Buffalo, NY 14228

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 09/05/2024

Certified Mail®

Tracking #:

\$4.85

9589 0710 5270 1170 3124 71

Return Receipt

Tracking #:

\$4.10

9590 9402 8820 4005 3273 91

Affixed Postage

Affixed Amount: \$0.73

-\$0.73

Total

\$8.95

First-Class Mail® Letter	1		\$0.73
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Buffalo, NY 14227

Weight: 0 lb 0.40 oz

Estimated Delivery Date

Thu 09/05/2024

Certified Mail®

Tracking #:

\$4.85

9589 0710 5270 1170 3124 64

Return Receipt

Tracking #:

\$4.10

9590 9402 8820 4005 3272 78

Affixed Postage

Affixed Amount: \$0.73

-\$0.73

Total

\$8.95

First-Class Mail® Letter	1		\$0.73
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Buffalo, NY 14215

Weight: 0 lb 0.50 oz

Estimated Delivery Date

Thu 09/05/2024

Certified Mail®

Tracking #:

\$4.85

9589 0710 5270 1170 3124 57

Return Receipt

Tracking #:

\$4.10

9590 9402 8820 4005 3274 07

Affixed Postage

Affixed Amount: \$0.73

-\$0.73

\$8.95

First-Class Mail® Letter	1		\$0.73
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Buffalo, NY 14203

Weight: 0 lb 0.40 oz

Estimated Delivery Date

Thu 09/05/2024

Certified Mail®

Tracking #:

\$4.85

9589 0710 5270 1170 3124 00

9590 9402 8820 4005 3274 21  
 Affixed Postage -\$0.73  
 Affixed Amount: \$0.73  
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 st-Class Mail® 1 \$0.73  
 ter  
 Buffalo, NY 14224  
 Weight: 0 lb 0.50 oz  
 Estimated Delivery Date  
 Thu 09/05/2024  
 Certified Mail® \$4.85  
 Tracking #: 9589 0710 5270 1170 3124 19  
 Return Receipt \$4.10  
 Tracking #: 9590 9402 8820 4005 3274 45  
 Affixed Postage -\$0.73  
 Affixed Amount: \$0.73  
 al \$8.95  
 st-Class Mail® 1 \$0.73  
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 Buffalo, NY 14224  
 Weight: 0 lb 0.50 oz  
 Estimated Delivery Date  
 Thu 09/05/2024  
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 Tracking #: 9589 0710 5270 1170 3124 26  
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 Affixed Postage -\$0.73  
 Affixed Amount: \$0.73  
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 st-Class Mail® 1 \$0.73  
 ter  
 Buffalo, NY 14203  
 Weight: 0 lb 0.50 oz  
 Estimated Delivery Date  
 Thu 09/05/2024  
 Certified Mail® \$4.85  
 Tracking #: 9589 0710 5270 1170 3124 02  
 Return Receipt \$4.10  
 Tracking #: 9590 9402 8820 4005 3274 52  
 Affixed Postage -\$0.73  
 Affixed Amount: \$0.73  
 al \$8.95  
 st-Class Mail® 1 \$0.73  
 ter  
 Buffalo, NY 14227  
 Weight: 0 lb 0.50 oz  
 Estimated Delivery Date  
 Thu 09/05/2024  
 Certified Mail® \$4.85  
 Tracking #: 9589 0710 5270 1170 3124 40  
 Return Receipt \$4.10  
 Tracking #: 9590 9402 8820 4005 3274 14  
 Affixed Postage -\$0.73  
 Affixed Amount: \$0.73  
 il \$8.95

Total: \$71.60

lit Card Remit \$71.60

Card Name: AMEX  
 Account #: XXXXXXXXXXXX9582  
 Approval #: 828660  
 Transaction #: 832  
 AID: A000000025011001 Contactless  
 AL: AMERICAN EXPRESS  
 PIN: Verified

t your tracking number to 28777 (2USPS)



Tracking #: 9590 9402 8820 4005 3274 14  
Affixed Postage -\$0.73  
Affixed Amount: \$0.73  
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nd Total: \$71.60

dit Card Remit \$71.60

Card Name: AMEX  
Account #: XXXXXXXXXXXX9582  
Approval #: 828660  
Transaction #: 832  
AID: A000000025011001 Contactless  
AL: AMERICAN EXPRESS  
PIN: Verified

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and Data rates may apply. You may also  
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JUN 17 2024

June 11, 2024

South Line Fire District No. 10  
Board of Commissioners  
1049 French Rd. Cheektowaga, NY 14227

SOUTH LINE FIRE DISTRICT #10  
*Dougherty*

Dear Commissioners,

I am writing in response to your letter dated May 3, 2024, regarding your requests for a transition from a municipal declaration to a permanent operating certificate and the expansion of the South Line operating area to include the entire Town of Cheektowaga.

### **1. Transition from Municipal Declaration to Permanent Operating Certificate**

In the spirit of partnership, AMR is supportive of South Line's effort to maintain their ambulance operating authority within the geopolitical boundaries of the South Line Fire District. However, upon review of the documentation and data provided, we do not believe that South Line has demonstrated the absence, reduced availability, or inadequate level of care in ambulance or emergency medical service that is not readily correctable through the reallocation or improvement of existing resources, as required by Article 30 of the New York State Public Health Law and the New York State Department of Health Bureau of Emergency Medical Services Policy Statement No. 06-06.

Public need, as defined by the State EMS Council and the Department of Health, entails a demonstrated lack of ambulance services that cannot be rectified through existing resource improvements. Your letter indicates that since the start of your ambulance service, South Line has completed 67 emergent and non-emergent medical transports (< 1 transport per week). This figure represents less than 5% of the ambulance transports in South Line's District and less than 1% of the total transports in the entire Town of Cheektowaga.

From January 1, 2023, through May 1, 2024, AMR has responded to over 13,500 ambulance responses with over 9,050 transports in the Town of Cheektowaga. AMR covers more than 98% of all ambulance responses in the town, indicating that the current services provided by AMR are sufficient to meet the public need.

### **2. Expansion of Operating Area**

The proposal to expand South Line's operating area to include the entire Town of Cheektowaga lacks the substantiated evidence of public need. The Regional Emergency Medical Services Council (REMSCO) is responsible for determining if the issues identified are genuinely related to public need or if they can be resolved through existing resource allocation or coordination.

Prior to the South Line Municipal Declaration for Ambulance Operating Authority, AMR utilized Lancaster Volunteer Ambulance and Twin City Ambulance as main mutual aid partners. Since the declaration, Erie County has extended ambulance operating authority for all of Erie County. The infrequent need for mutual

aid (less than 2%) can be effectively covered by existing County Ambulance Services such as Lancaster Volunteer Ambulance, Twin City Ambulance, or Erie County EMS.

We disagree with the assertion that there is a "lack of ambulance services" as outlined by the Board of Commissioners. We recognize that there is a shortage of certified providers, and the creation of additional services would further dilute the already limited pool of New York State Certified EMTs, AEMTs, and Paramedics.

### **Conclusion**

In summary, while we support South Line's ongoing efforts to maintain their ambulance operating authority within their current boundaries, we oppose the expansion of their operating area. The current ambulance services, primarily provided by AMR, are adequate to meet the needs of the Town of Cheektowaga, and the data does not justify further expansion for South Line.

Thank you for your attention to this matter. We look forward to continuing our collaborative efforts to ensure the highest level of emergency medical services for our community.

Best Regards,



Timothy Frost  
Regional Director

Cc: Wyoming-Erie Regional Emergency Medical Services Council