

**Town of Hyde Park
Joint Fire Districts
Emergency Response Task Force**

Current Issues and Alternatives for the Future

Final Report

August 1, 2003

Committee Members

Dutchess County Dept of Emergency Response

Deputy Coordinator Ray Nichols, Committee Chair

Past Chief & 40 year member Roosevelt FD, President Nichols Oxygen Service

Deputy Coordinator William Steenbergh

Asst. Chief Roosevelt FD, Lieutenant/Paramedic Arlington FD

Fairview Fire District

Commissioner Dave Hazzard

Owner/Partner NY Communications Co.

Commissioner Peg Connors

Member Dutchess County Fire Advisory Committee, 20 year fire commissioner

Chief Mike Schmitt

26 year member, Career & Volunteer

Capt. Tory Gallante, Local 2623

12 year member, Career & Volunteer

Capt. Jon Wortman, Fairview Fire Co.

Volunteer Firefighter

Hyde Park Fire Dept

Trustee Ken Underwood Sr.

Past Chief & 44 year member

Trustee Chris Maeder

Career Firefighter, Fairview Fire District, NYS Paramedic

Trustee D.J. Sadowski

Past Chief & 14 year member

Trustee Bill Irwin (alt.)

Owner, Molloy's Pharmacy

Chief Ray Davis

Past Trustee & 28 year member

Mike Day, Hyde Park Fire Co.

Volunteer Firefighter

Roosevelt Fire District

Commissioner Ed Desmond

Past Captain & 38 year member

Commissioner Lou Gallo

Owner, Dairy Queen (Newburgh)

Chief Lew Darrow

15 year member

Asst Chief Roy Hall, Eng Co #1

30 year volunteer firefighter, Roosevelt FD & FDNY

Lt. Rich Carroll, Eng Co #2

Past Asst Chief, Roosevelt FD, NYS Fire Instructor

Skip Mootz, Eng Co #3

Past Lieutenant, 35 year member

Capt. Dan Nichols, Eng Co #3

Fire Protection Engineer, NYS Codes Division, Albany

Staatsburg Fire District

Commissioner William Greene

Past Chief & 44 year member

Commissioner Mike Stofa

Past Chief & 33 year member

In Memory of

**Commissioner William Green
Staatsburg Fire District**

1943 - 2003

A dedicated and tireless fire service leader who devoted his life to protecting the lives and property of his neighbors in the Town of Hyde Park. His contributions to this report are greatly appreciated, and his vision for the future will be sorely missed

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(Suffolk County, NY, 1994)	

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Introduction

Following many years of individual attempts at recruitment and retention, the governing boards of the Fairview, Hyde Park, Roosevelt and Staatsburg Fire Districts agreed in 2002 to form a joint committee to research the facts and to develop a list of possible alternatives for the future.

Prior to the formation of this committee, the individual fire districts had relied entirely upon internal assessments, anecdotal reports of staffing/response problems and the collective perceptions of individual members and leadership. This committee represents the first attempt of the 4 departments to jointly study the issues in depth, to collect whatever factual data was available and to develop possible "Town-Wide" solutions to improve the quality of EMS and fire protection afforded the residents of the town of Hyde Park.

The committee was formed with representatives of each District group; Commissioners, Chiefs, Volunteer Engine Companies and the Career Firefighters Union from each of the participating agencies. Representatives from the Dutchess County Dept. of Emergency Response joined the committee as technical advisors. The committee met monthly, rotating among the various fire stations. Each meeting was announced and publicized, open to the membership of any of the participating departments, and complete minutes were kept and distributed. Presentations were made to each fire company and district officers by members of the committee. In between each meeting, subcommittees met to collect data, prepare reports & presentations and to do further research.

The committee solicited information and advice from; NYS Assoc of Fire Districts, Dutchess County Dept of Emergency Response, Individual District and/or company records, and NYS Office of Fire Prevention & Control. We received presentations from the LaGrange and Pleasant Valley Fire Districts, detailing their experiences with implementation of a career staff, and recommendations for things that they might do differently. (John Murphy from PVFD and Keith Davidson from LaGrange FD have offered to make themselves available to any of the 4 districts who might have further questions on the experiences of these two local departments.)

All of the alarms for 2001 were analyzed and plotted. As might be expected, the majority of incidents are centered around specific core areas within the 4 districts. Such information will be invaluable when discussions are held as to where manpower should be deployed.

This report represents the culmination of 13 meetings of the committee, as well as countless hours of subcommittee work. It should be noted that many members of the individual departments provided invaluable assistance to the committee in the preparation of this report.

The members of the committee have agreed to make themselves available to meet with individual Governing Boards in order to answer any questions that might arise. The members of the committee are also willing to meet with the individual fire companies, upon invitation of the governing board.

The findings of this committee are fully contained within this report. It is our recommendation to each of the 4 governing boards, that they individually study the material contained herein and then commence a schedule of joint meetings to more fully consider the possibilities for the future and the ramifications that those decisions carry.

Current Situation

The committee has thoroughly researched historical data from both the county and the individual districts. While there are occasional positive trends in terms of response and manpower, the general trend overall is one of accelerating decline. During weekday working hours (i.e. 6a-6p) the shortage is especially acute. Call volumes continue to rise in both fire and EMS responses, with the majority of all alarms in the 4 departments occurring during in this same 6a-6p time frame. As a result, the member departments are on the verge of providing substandard service to the community.

The need to supplement the levels of firefighters and EMT's, especially during weekday work hours, in no way diminishes the importance of the established corps of volunteers. Any changes implemented in this area will serve to support their efforts, not replace them.

Decline in response to fire and EMS calls

Emergency response is specifically geared to 5 major areas, and several secondary ones

1. Availability of personnel

This key variable determines whether you have a good, poor or average response and is virtually out of the fire district's ability to control.

Example 1: a worker may retire and become a new-found daytime responder, only to become employed again and no longer be available.

Example 2: active responders who go on vacation, or home from school can sometimes not be available for several weeks at a time, significantly impacting response numbers. Active responders are also out of town or otherwise unavailable secondary to personal trips, family business, etc.

Example 3: personnel encounter shift changes on their job which makes them unavailable to the emergency service organization they serve.

Example 4: changes in a member's personal life also impact response. Marriage, children, new homes, all make demands on a member's time and (in most cases) the home life should win out.

Example 5: some areas of the country saw a dramatic influx of volunteers following the 9/11 attacks in NYC and Washington DC. The Hyde Park area departments never benefitted from such an influx.

2. Local Employer Attitudes

A long term and more permanent impact on responses is the decrease in the number of small businesses able and/or willing to let their employees respond to emergencies on company time. Also, as more small businesses are displaced by large corporations response numbers are negatively impacted, as the larger corporations are not usually as closely tied to the community. Additionally, as Hyde Park transforms into a bedroom community, greater numbers of people leave the immediate area for work, and are therefore unavailable to respond. As people tend to leave more urbanized areas to relocate in Hyde Park, few have the community-mindedness that might lead them to volunteer. "Downstate" people are more familiar with paid services and are less likely to join a volunteer organization.

3. Maturing Departments

Due to the general decline in new members in the emergency services over the past 2 decades, a trend towards an aging population of responders can be seen in many departments. With a higher average age of membership comes loss of physical abilities, age-related health problems and an increase in other activities in competition for the members time and attention. In addition, more senior members are less inclined to respond to mundane or routine alarms.

4. Quality of Alarms

With the improvements in fire protection, comes a decrease in the number of "complex" alarms, (i.e. house fires and other types of fires have been replaced by automatic fire alarms) These types of mundane alarms are easy for members to skip, as they lack any real sense of emergency. Statistics show that routine alarms far outnumber the "complex" ones. The ever-increasing call volumes experienced in the Town only serve to compound the situation.

5. In-House Issues

Other factors that appear to have an impact on some members response vary by department and generally are of a interpersonal and/or political nature, rather than any agency wide problem. For example; inconsistent leadership, a perception of moving too slowly or in the wrong direction, burn out, all effect members differently. In addition, national experts have identified a change in the more recent generations in their views towards community service in general.

Goals and Objectives

The committee established the following goals and objectives

1. To research options and to present those findings to the individual districts in order to allow the districts to provide the best possible fire and EMS services to the residents of the Town of Hyde Park It is understood by all parties involved that the implementation of any of the findings of this report is the sole responsibility of the governing boards of each of the respective fire districts.
2. To develop a system that would strive for 100% first dispatch response to all fire and EMS alarms
3. To develop a system that maintains and encourages maximum volunteer participation, as well as preserving the identities of the existing 7 fire companies.

Strategies Already Implemented

Over the course of the committee's work, several steps were taken to make improvements in the existing level of service provided by the member districts.

1. Updating of alarm responses to utilize automatic mutual aide for strategic responses
2. Joint Training and Drilling
3. "Task Force 5" – a pre-planned mutual aide manpower response of 8 departments, upon the request of an Incident Commander
4. Joint purchasing evaluation. Resource sharing.
5. Simultaneous dispatch agreements with local commercial EMS providers (Staatsburg & Hyde Park)
6. Regular meetings between the Chief officers of the 4 departments to discuss areas of mutual concern

Options

The following options were identified and evaluated. The pros and cons for each of these options is also summarized. (Note: Estimated costs, Command & control issues, and legal aspects are more fully explained later in this report)

Fire Service Options

1. Do nothing.
2. Employ part timers
Will lose volunteers to the part time position, as they will not be able to volunteer for the district they work for and we all would want to give hiring preference to those from within.
3. Each district hires their own people
Very expensive for individual districts, however each district would have absolute control. Could lead to “revolving door” as people jump from 1 fire district to another. Would lose employees as volunteers.
4. Two districts share personnel
Less cost than individual districts hiring, but still more costly than three districts together. Could lead to animosity amongst the town districts as the district(s) that did not participate would still benefit from the increased manpower through the mutual aid plan. Which district would be the ‘hiring authority’ and would incur the loss of those employees as volunteers?
5. Three districts share personnel (excluding Fairview)
Less expensive than one or two districts together, more expensive than #6. Same issues from #4 still apply. (See Oversight Board for control issues.)
6. Contract with Fairview
Least expensive option, as there will be no need to factor in relief, administrative “soft costs”, etc. Joint Oversight Board to still handle personnel issues.
7. Consolidate existing resources as is
Doesn’t make sense at the present time, as we can still not provide the service adequately during daytimes. Should be reevaluated at a future date.

EMS Options

1. Get out of the EMS business

Doesn't address all the issues. Fire Districts would have to surrender responsibility over EMS as only Towns can contract with ambulance companies. Town government under no legal obligation to pick up the issue. Most likely would involve patient's and/or their insurance companies being billed by the service provider. Doesn't address any issues with providing fire protection. Once ambulance is given up, it may be an irrevocable decision.

2. Hire EMS-Only Personnel (Either full time or part time)

Would help solve current EMS manpower situation, but doesn't address manpower situation for fire alarms. Still would lose employees as volunteers. Would have lower costs than FF/EMT's, (approx. \$8-\$10/hr, compared to \$20/hr for FF) but administrative, training, OT, benefits, civil service issues remain.

3. Use Commercial ambulance companies as automatic back-up

Similar to the current arrangement in Hyde Park and Staatsburg, a commercial ambulance company is dispatched simultaneously with the rescue squad. If the rescue squad fails to respond, the commercial ambulance handles the call.

Unclear as to how long commercial ambulance companies would be willing to do this without some compensation. Fire Districts would be unable to enter into contractual agreement with ambulance company. Would have to get town government involved.

4. Provide Non-Transport 1st Response service only

Similar to New Hamburg, New Hackensack and other districts in Southern Dutchess. Commercial Service has contract with Town for a specific response area. Local FD "rescue squad" is dispatched to assist in life-threatening incidents.

Would still involve having the Town Board assume responsibility for EMS (which they have no legal obligation to do). EMS call volumes would be reduced, as FD would only be dispatched to the most serious of incidents.

Legal Issues

The following legal issues were identified and have been researched as indicated.

1. Part-Time Firefighters or EMT's
 - a. Workers Compensation issues, since VFBL not available and compensation based upon P/T position not on whatever F/T job is – may be difficult to attract qualified individuals under these circumstances.
 - b. Would lose those individuals as volunteers as FLSA forbids volunteering for employer.
 - c. May be subject to 229 hour initial training, would be subject to 100 hour annual training (not including any EMS certification requirements). Hard to expect a < 20/wk employee to get 100 hrs/year in training. If 5 or more FF are hired , 229 is mandatory. (5 employees is also the minimum number needed for the creation of a union local → may lead to contract negotiations, etc.)

2. Civil Service Issues
 - a. Any employee working greater than 20 hours weekly must be hired from an existing list. (Note: the current firefighter list is about to expire and a new list is anticipated for this fall. There is currently no list for EMT)
 - b. Civil Service will allow creation of a “Residential Preference” list for any districts participating in a cooperative effort, provided there is an executed contract in place.

3. Cooperative effort between fire districts (either with or without Fairview)
 - a. Allowable as an inter-municipal agreement. (See letters in Appendix) Should be a contract for 4-5 year minimum. Terms of the contract to be negotiated and agreed to by all participating parties. No specific legal requirements as to content of the contract; the following are recommended by the committee for inclusion;
 1. Equal sharing of costs
 2. Need for unanimous consent to alter agreement – (Governing Board of Commissioners)
 3. Joint interview/hiring practices (Oversight Board)
 4. Supervision & Chain of Command
 5. Training requirements (initial & on-going)
 6. Scheduling & job duties
 7. Apparatus and station utilization

4. Cooperative Effort w/o Fairview (all of #3 above PLUS,)
 - a. Which district is the actual employer, thereby losing those individuals as volunteers?
 - b. Which district incurs the actual and/or potential costs associated with having employees? (i.e. injury/death, human resource management / benefits issues, overtime, liability, etc.)

Oversight Board

1. Oversight Board – if three or more districts get together (any deal), should include one member per district, with an alternate authorized with the same power as the primary in instances when primary is unavailable.
2. Members of joint venture have one vote per district, irrelevant as to how many attendees per district are at any given meeting.
3. Those serving on the Oversight Board must have absolute authority to make decisions (except monetary) without consulting other members of their respective boards.
4. Daily operations will be delegated to Chiefs of the districts.
5. Members of Oversight Board are to serve yearly terms (appointed by their respective boards) at start of the year.
6. Oversight Board to meet monthly.
7. All unresolved complaints / comments re: personnel are to go to the Oversight Board. Operations complaints / comments are directed to the respective Chief (as it is now).
8. Obviously, all participating districts must discuss / agree on the operations plan before implementation.
9. Conduct employee interviews of eligible applicants and make binding recommendations to hiring authority.

Operational Issues of an Intermunicipal Agreement

IDENTITY: What happens to the current structure of the existing fire districts? **THIS IS NOT A MERGER !!!** All of the existing fire districts will retain their individuality: each will continue to be governed by a Board of Fire Commissioners, led by their own Chief's staffs and officers. Each fire company will retain its name, individuality and traditions.

COMMAND: How would the chain of command work if daytime career staff were hired?

Each department officer, from Chief to Lieutenant, would be in charge if at the scene of an alarm. The highest ranking career person or officer would be in charge if no other department officer is on the scene. The highest ranking career firefighter or officer will be in charge of the firefighters while on duty and in charge of their details.

DUTIES: On-duty staff would conduct daily details on a rotating basis, possibly a station a day. Their duties could include the checking of each district's equipment, fuel, oil, equipment, lights and general station cleaning. This will benefit the evening and weekend volunteers, as it will help to reduce their non-emergency work load. Hose testing could also be completed by this staff. It is important to remember that there could be days when details may not be completed due to call volume. (If EMS-only employees are hired, job duties would have to be altered to reflect this.)

RUNNING ASSIGNMENTS: The on-duty staff could run on all fire and EMS alarms within the districts. It would still need to be determined if they would do ambulance transports and where their normal station and what apparatus would be used. Much would depend on how many personnel would be hired.

Example: 4 men, Mon-Fri, 6 am - 4 pm or 7 am-5 pm

Two firefighters on an engine or all four on an engine.

Possibly put two on an engine and two in a utility. All this would have to be determined later.

TRAINING: Each career firefighter is required to have 100 hours of training annually, plus the 229 hours of basic training when they are hired along with passing the NYS CPAT testing. This training could be conducted by having one of the career staff possibly being an officer. This would also make someone responsible for the day to day operations. The training would also be open to all members of all departments.

One thing to remember is that no matter how many career personnel are hired, there will be times at which all alarms cannot be handled by these personnel. It is also important to remember that these personnel would be there to assist, not take over the departments. Nothing changes except the immediate response of one piece of fire equipment.

Whatever is done now or in the future would need to be fine tuned as time proceeds. It would be impossible to make a change such as this without additional changes in the future.

Cost Projections

Notes to cost projections

1. Figures are based upon top pay FF/EMT (5 yr seniority) in Fairview FD. Fairview costs are approximately the median of local career departments.
2. Figures are slightly off due to round-off error, but are based upon 2184 hours/year (42 hrs x 52 weeks)

Basic Costs / Hour			General Accounting Costs (annual)	
Salary	21.00	(45864)	Retirement System	2500
Medical/Dental	4.00	(10600)	Workers Comp	5000
Uniforms	.25	(450)	Payroll / HR Admin 2000	
Vacation	2.40	(5200)	Training (229 + 100/yr)	5000
Holiday	1.40	(3024)	Social Sec/Unemp.	6200
Sick/Personal	1.85	(4024)	Gear & Misc.	2000
TOTAL	31.10	(68564)	TOTAL	23300

Total Cost per employee per year = \$68,000 + \$23000 => \$91,000

Using starting pay @ Pleasant Valley FD => approx \$70,000 (excludes ambulance)

Using top pay @ Arlington FD => approx. \$125,000 (excludes ALS costs)

Possible Scenarios

- 1 Department Hires \$270,000/yr.
 - 3 FF/EMT to cover M-F 7a-5p
 - 229 hour initial training recommended but not required
 - 2 man minimum for initial response, station/rig maint., recordkeeping
 - Concerns: supervision, Overtime, training, relief, injury, transfers out, loss of employees as volunteers, administrative support

- 2 Departments Hire under agreement \$180,000 each district
 - 4 FF/EMT to cover M-F 7a-5p (rotating days off)
 - 229 hour initial training recommended but not required
 - 3 man minimum for initial response, station/rig maint., recordkeeping
 - Concerns: supervision, Overtime, training, relief, injury, transfers out, loss of employees as volunteers, administrative support, unionization & contract issues
 - Requires Intermunicipal Agreement between parties

3 Departments Hire under agreement (w/o Fairview) \$150,000 each dist
5 FF/EMT to cover M-F 7a-5p (rotating days off)
229 hour initial training required
4 man minimum for initial response, station/rig maint., recordkeeping
Could flex work schedules to cover 6a-6p
Concerns: supervision, Overtime, training, relief, injury, transfers out, loss
of employees as volunteers, administrative support, unionization &
contract issues
Requires Intermunicipal Agreement between all parties

3 Departments Contract with Fairview \$115,000 each dist
5 FF/EMT to cover M-F 7a-5p (rotating days off)
229 hour initial training required
4 man minimum (incl. 1 officer) for initial response, station/rig
maintenance., recordkeeping (Note: FFD absorbs additional officer
cost)
Could flex work schedules to cover 6a-6p
Supervision, Overtime, training, relief, injury, transfers, administrative
support, payroll, union issues, etc. all handled by Fairview
No loss of employees as volunteers
Requires Intermunicipal Agreement between all parties

Appendix #1 – Fire Apparatus

**Approximate replacement costs were done using a 20 year life expectancy for engines and aerial apparatus, 10 year for ambulances, 10 year for utility vehicles, and 10 year for staff vehicles.

Special thanks to Joe Raymond and Nichols Oxygen service for preparing these figures!

Fairview Fire District

<u>ID</u>	<u>Description</u>	<u>Replacement Cost**</u>
41-11	1989 E-One, 1500 GPM, 500 Tank	\$ 380,000
41-12	1996 E-One, 1250 GPM, 500 Tank	172,000
41-45	2002 E-One, 100' Aerial, 2000 GPM, 500 Tank	650,000
41-62	1985 E-One, 250 GPM, 200 Tank	110,000
41-71	2001 Wheeled Coach Ambulance	130,000
41-72	1996 PL Custom Ambulance	130,000
41-96	1999 Ford Crown Victoria	31,000
41-97	2002 Ford Explorer	38,000

Hyde Park Fire District

<u>ID</u>	<u>Description</u>	<u>Replacement Cost**</u>
46-12	1995 E-One, 1500 GPM, 500 Tank	\$ 390,000
46-13	1984 E-One, 1000 GPM, 750 Tank	198,000
46-45	2001 Sutphen, 75' Aerial, 1500 GPM, 300 Tank	650,000
46-61	1963 Ford, 150 Tank	62,000
46-71	1991 PL Custom Medium Duty Ambulance	160,000
46-1	2000 Ford Explorer	38,000
46-2	1991 Chevy Blazer	38,000

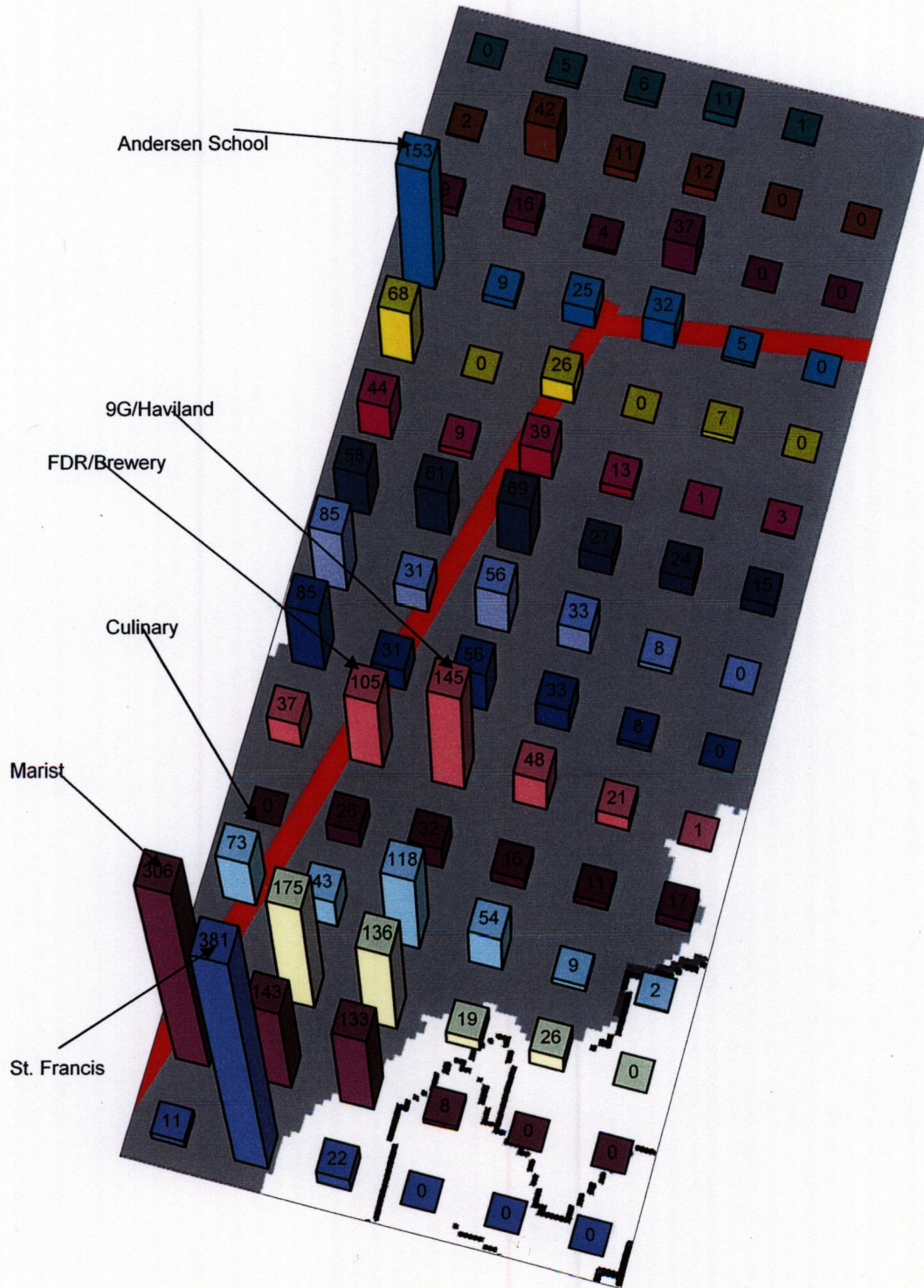
Staatsburg Fire District

<u>ID</u>	<u>Description</u>		<u>Replacement Cost**</u>
64-11	2001 E-One, 1250 GPM, 1000 Tank	\$	165,000
64-12	1999 E-One, 1250 GPM, 1000 Tank		165,000
64-13	1993 E-One, 1500 GPM, 1000 Tank		350,000
64-14	1999 E-One, 1250 GPM, 1000 Tank		165,000
64-51	1998 E-One Rescue		215,000
64-67	2001 E-One Utility, 110 GPM, 340 Gallons		95,000
64-71	1990 Wheeled Coach		130,000
64-1	1999 Ford Explorer		38,000

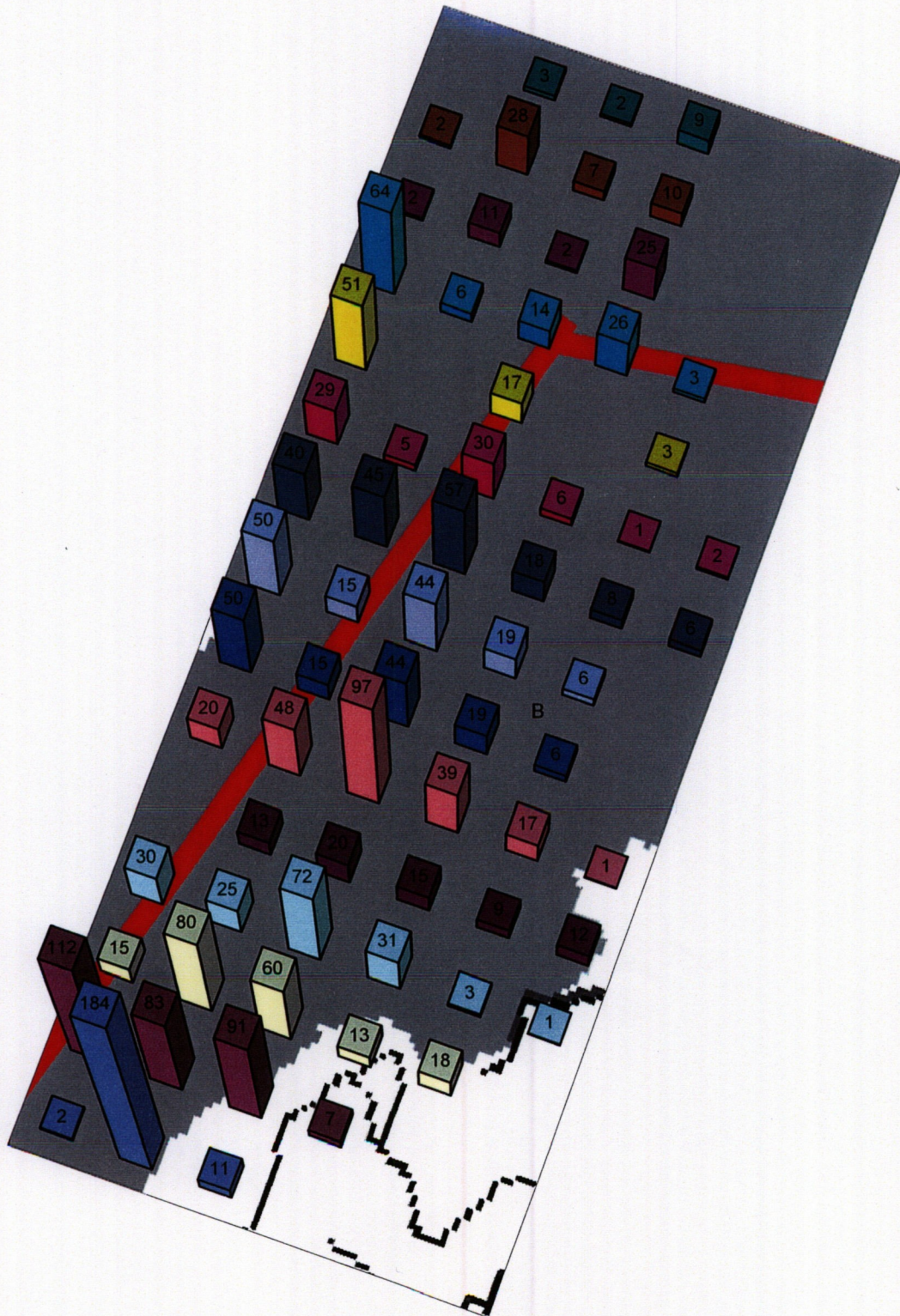
Roosevelt Fire District Apparatus

<u>ID</u>	<u>Description</u>		<u>Replacement Cost**</u>
63-11	1989 E-One, 1500 GPM, 1000 Tank	\$	199,000
63-12	1986 E-One, 1250 GPM, 1000 Tank		199,000
63-13	1995 E-One, 1500 GPM, 1000 Tank		310,000
63-14	1983 E-One, 1000 GPM, 1000 Tank		199,000
63-15	1979 E-One, 1000 GPM, 1000 Tank		199,000
63-16	1973 E-One, 1000 GPM, 1000 Tank		199,000
63-45	1960 Seagrave, 75' Aerial		550,000
63-51	1995 E-One Rescue		415,000
63-61	1981 Dodge, 200 Tank		62,000
63-71	2001 PL Custom Ambulance		130,000
63-1	2000 Ford Explorer		38,000

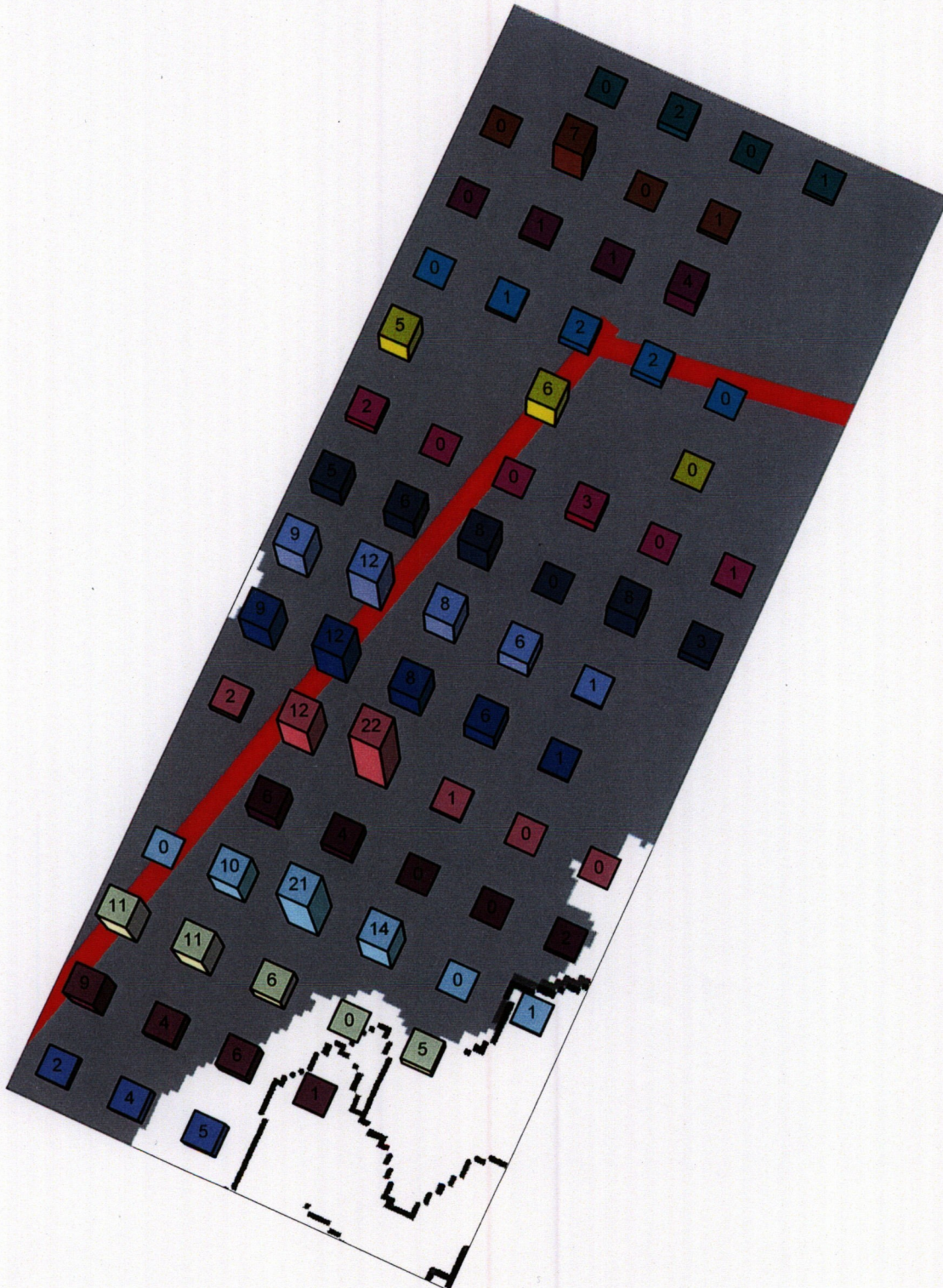
Total Calls 2001



Ambulance Calls 2001



Accident Calls 2001





Association of Fire Districts of the State of New York, Inc.

November 17, 1997

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Attn: Richard L. Dormeyer

Dear Chief Dormeyer:

I am in receipt of your letter dated November 7, 1997, received by me on November 10, 1997, relative to consolidation issues and/or intermunicipal agreements of fire districts located in the Town of Hyde Park. I have shared the contents of said letter with James McCormick, President of the Association of Fire Districts of the State of New York.

As there are some questions contained in your letter which I can answer relatively quickly and straight forward, it was his suggestion that I respond to so much of the letter as possible with the suggestion that you discuss the contents of my responses with the various Fire District Attorneys who represent the five districts. I would then suggest that the various attorneys review these comments and discuss it among themselves, and if they still feel the need for me to come to Hyde Park I would be happy to do so, but it would be beyond the scope of my employment as the Counsel to the State Association. My rate is \$50.00 for traveling time and \$175.00 for all time spent in preparation for and attendance at meetings.

First, to respond to your questions so that you can discuss this among yourselves and with your attorney, there are some issues which can be handled immediately. The first question is whether or not two districts which are low in manpower can share a career person. My response to this question as it is to many of the others, would involve the application of Article 5 (g) of the General Municipal Law, which encompasses Sections 119-M through 119-00.

Section 119-N defines as a Municipal Corporation, a number of different political entities including fire districts. Subsection (a) specifically states that the term Municipal Corporation shall also mean a fire district for the purposes of agreements among two or more fire districts.

Activities that can be included in intermunicipal agreements, "joint

Richard Dormeyer
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service", encompass joint provision of any municipal facility, service, activity, project or undertaking or the joint performance or exercise of any function or power which each of the municipal corporations or districts has the power by any other general or specific special law to provide, perform or exercise, separately.

Section 176 subparagraph 18 (4) of the Town Law provides in part that the Board of Fire Commissioners may expend from the Fire District revenues, funds for the compensation of paid fire district officers, fire department officers, fireman and other paid personnel of the fire department. Therefore, one of the authorized activities or services of a fire district is the hiring of paid fire fighters, which arguably then could be done pursuant to an intermunicipal agreement by two or more fire districts jointly.

While there is no specific reference under the statute as to the utilization of this program for hiring of paid firefighters, there is a reference to an agreement establishing a joint police department pursuant to the aforementioned section. This was discussed in opinion from the New York State Comptroller in 1978 being Opinion No.: 613. You may wish to obtain a copy of that opinion or one of the attorneys may wish to obtain a copy during your deliberations relative to this issue.

Relative to the issue of how the districts would share the cost, I would, once again, refer to the aforementioned Article 5 (g) and suggest that an appropriate method of sharing the cost would be based upon the number of hours that an individual is stationed in one or more of the stations, or if that is not feasible, then maybe basing it upon the relative assessed valuations of the districts, which are going to be utilizing the paid fire fighter. In other words, if one district has assessed valuation of One Hundred Million and the second districts assessed valuation was Fifty Million, then two thirds of the cost would be paid for by the first district and the remaining one third by the second district. You, of course, have issues relative to the New York State Police and Firemans Retirement Fund, which I would suggest contacting the State relative to the contributions that would have to be made to that particular fund.

The third issue was whether or not VFBL or Workers' Comp would cover the individuals who are retained. As you are no doubt well aware, VFBL applies to volunteers only and Workers' Comp to paid personnel. Assuming that the issue is still centered on the paid personnel, of course Workers' Comp would have to be obtained for the individual to provide the appropriate coverage and, once again, that would be subject to an apportionment as and between the two or more districts employing the individual.

Richard Dormeyer
November 17, 1997
Page 3.

In a separate issue, you questioned whether or not the merger of two or more districts is possible. The short and simple answer is yes. I refer you to Section 172 of the Town Law which is entitled Consolidation of Fire District for the process relative to the consolidation of two districts. To answer the second portion of that question, the process can be started by either a petition of taxpayers, or by the petition of a majority of the members of each Board of Fire Commissioners.

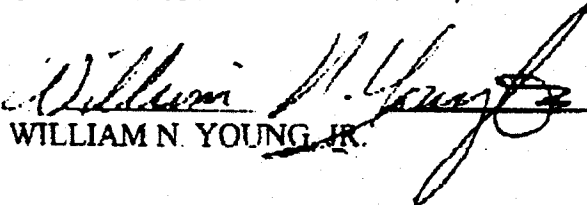
The last question that you have is relative to the liability of excessive mutual aid. I am not aware of any statute which deals with an excessive amount of mutual aid. It should, however, be noted, if you do have a large amount of mutual aid you are going to wear out your existing manpower, thereby exacerbating the problem of shortage of manpower.

Your absolutely correct that Thirty-Five Hundred calls for a relatively small group of fire districts is an excessive amount and I am sure that it is draining upon your personnel. If by far the vast majority of the calls are EMS Service related, you may wish to investigate the possibility of discontinuing your EMS Service and having the town assume the responsibility for same. This may not be something which is readily acceptable to the various political entities involved, but it maybe something to which strong consideration must be given.

Please share these comments with all of the fire districts involved and with their attorneys. If you feel a need for further discussion, as I said I will be happy to do so through correspondence. If, however, it is necessary for me to come to your area, then we would have to get in to the aforementioned fee schedule.

Very truly yours,

ASSOCIATION OF FIRE DISTRICTS
OF THE STATE OF NEW YORK, INC.


WILLIAM N. YOUNG JR.

WNY/mmk

cc: Officers and Dick Siebert



Association of Fire Districts of the State of New York, Inc.

March 27, 2003

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Fairview Fire District
258 Violet Avenue
Poughkeepsie, New York 12601

Dear Sirs:

I was contacted on today's date by Commissioner Peg Connors relative to an inter-municipal agreement that you are contemplating entering into. It is my understanding from Peg that your Fire District is considering entering into an agreement whereby you would hire individuals to perform EMS services in your community and also to periodically be stationed in three (3) other Fire Districts. It is my understanding that pursuant to the terms of the inter-municipal agreement, the three (3) other districts will be compensating your Fire District, in part, for the cost of the aforementioned employees. It is further my understanding that the employees will be the employees of the Fairview Fire District and that you will be paying their appropriate insurances, social security, worker's comp., and also be paying into the New York State Pension Fund on their behalf. The question that Peg poses is whether this a violation of any state statute.

Municipalities are authorized to enter into inter-municipal agreements to perform any duty which individually they are authorized to do. In other words, collectively, they can enter into an agreement to perform a service which individually they could perform. Since the hiring of individuals for the performance of EMS service is a permitted Fire District purpose the entering into of the written agreement to collectively do this is permissible.

There is an issue relative to those individuals who may reside in the other Districts and who also may be volunteers of the other Fire Districts Fire Department. This would not be a violation of any state statute. The issue raised of course, is the Fair Labor Standards Act of 1934. My personal opinion is, however, that given the factual pattern as presented to me and as set out above, I do not believe that this would be a violation of the Fair Labor Standard Act, if those individuals were to volunteer their services in their home communities given the fact that they are your employees. For a more authoritative opinion you would have to contact the Department of Labor of the U.S. Government.

If I can be of any further assistance, please do not hesitate to contact me.

Very truly yours,
ASSOCIATION OF FIRE DISTRICTS

By: 
WILLIAM N. YOUNG, JR., COUNSEL

WNY/jlw
cc: Officers

"Serving Fire District Officers Through Education"
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FILE COPY

DRAFT #4

THIS AGREEMENT dated the _____ of December, 1994 between
Gordon Heights Fire District, P. O. Box 26, Middle
Island, NY 11953-0026, hereinafter called Gordon Heights;
Middle Island Fire District, P. O. Box 203, Middle
Island, NY 11953, hereinafter called Middle Island;
Ridge Fire District, 20 Francis Mooney Drive, Ridge, NY
11961, hereinafter called Ridge;
Yaphank Fire District, Main Street, Yaphank, NY 11980,
hereinafter called Yaphank;

WITNESSETH

WHEREAS each of the parties to this agreement are fire
districts, political subdivisions of the State of New York; and

WHEREAS each of the districts provides emergency and
first aid rescue services to its residents; and

WHEREAS each of the parties perceives a need for
improved emergency medical response during daytime hours; and

WHEREAS the parties agree that there would be
substantial economy of cost and effort in providing additional
services in a joint effort and whereas Article 5 G of the General
Municipal Law provides that municipal corporations and districts
shall have the power to enter into, amend, cancel and terminate
agreements for the performance among themselves or one for the
other of their respective functions, powers and duties on a
cooperative basis and for the equitable allocation of revenues
and expenses;

NOW, THEREFORE, it is agreed as follows:

- 1) The parties agree to establish a municipal cooperative service to be known as: "Combined Fire Districts Emergency Service."
- 2) The purpose of such service shall be to render immediate medical response capabilities within the geographical limits of the five districts to all calls for emergency medical services as authorized pursuant to §209-b of the General Municipal Law of the State of New York;
- 3) The service shall operate within the confines of the geographical area of the four districts who are parties to this agreement and except for major disaster or catastrophic relief necessities shall not respond outside the geographical limits of the five districts. (It is agreed that any emergency situation to which three or more rescue or ambulance companies are called to duty by County Control or mutual aid shall be considered a major disaster.)
- 4) The service shall hire trained medical personnel at a level no lower than "EMT-D" to staff vehicles operated by the service for immediate response to calls for assistance within the districts.
- 5) The service shall operate two vehicles. Each vehicle shall be staffed by one or two New York State Certified EMT-D's together with such equipment as might ordinarily and necessarily be required to permit said responders to perform their necessary duties. (Protocols of the New York State Emergency Medical

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Services Bureau and/or Suffolk County Emergency Medical Services relating to required equipment for the level of response provided shall be adhered to.)

6) All employees hired as responders shall throughout the term of their employment maintain the necessary certification by New York State Emergency Medical Services. In the event any employee providing response service shall cease to be so certified, he or she shall immediately be terminated from his or her duties. All employees shall also be required to maintain a valid New York State Driver's License.

7) The service shall provide coverage within the areas of the districts from 6:00 a.m. to 6:00 p.m. on each of the days from Monday through Friday, inclusive, including holidays. It is the intention of the districts that each of the vehicles shall provide service for an eight hour period of the day; however tours for each vehicle may be varied by the management board.

8) Each participating district shall designate one of its Commissioners to serve as a delegate to the management board with full authority to commit his or her district to decisions made in the operation of the service. (Each district shall name an alternate delegate to serve in the absence of the original delegate.) It is the intention of this paragraph that it shall govern operating decisions of the service and it is understood and agreed that all decisions relating to any increased expenses to be incurred beyond the contributions provided for in this contract shall be referred back to the individual districts for

their approval.

9) The management board shall elect from its members a chairperson and vice chairperson shall function by majority rule and the board shall appoint a secretary, who need not be a board member; and a treasurer, who must be the official treasurer of one of the participating districts.

The members of the management board shall serve without compensation and the secretary and treasurer may be compensated in such an amount as may be negotiated between the board and the secretary and treasurer.

10) The management board may retain an attorney and/or accountant to perform services as required for the emergency service.

11) Each district shall bear its proportionate share of the expenses of maintenance of the emergency service including salaries for responders, together with all necessary additional payments including but not limited to medical benefits (if any) for the responders, maintenance of all vehicles, gasoline, insurance, Worker's Compensation, radios, medical supplies, uniforms, administrative expenses (including salary of secretary/treasurer, legal and accounting services). It is agreed that the districts shall bear these costs in the following proportions:

Gordon Heights	7.7%
Middle Island	30.8%
Ridge	46.1%

Yaphank

15.4%

The above percentages are arrived at through a review of the assessed valuation of the respective districts, the number of medical emergency calls in 1993, and the relative populations of each of the districts. It is agreed that the individual districts will review this allocation of expenses on or before July 1, 1995 to consider whether any amendment should be made for the ensuing calendar year. This review shall take place at the same time in each calendar year the agreement continues in effect.

12) a. Each district shall pay into the emergency service on or before December 30, 1994 the following minimum amounts to be credited toward the operating costs for 1995:

Gordon Heights	\$ 1,000
Middle Island	\$ 4,000
Ridge	\$ 6,000
Yaphank	\$ 2,000

(These amounts represent 10% of each districts' share of the \$130,000 estimated to be required for the operation of the service in the calendar year 1995.) Any payments in excess of the amounts set forth herein shall be credited toward additional payments due thereafter.

b. An additional payment on or before February 15, 1995, the further sums of:

Gordon Heights	\$ 4,500
Middle Island	\$18,000

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Ridge	\$27,000
Yaphank	\$ 9,000

(These amounts represent one half of the remaining estimated costs of \$130,000.)

c. On or before June 15, 1995, the following amounts will be required:

Gordon Heights	\$ 4,500
Middle Island	\$16,000
Ridge	\$27,000
Yaphank	\$ 9,000

(These amounts represent the balance due from each district in the above ratios on the estimated \$130,000 cost.)

d. In addition to the above payments, there shall be paid into the service in the same ratio as set forth above, any additional expenses over and above the \$130,000 estimated as the initial first year cost, provided said additional expenses shall have first been approved by the individual districts.

13) The service as it progresses shall create a Capital Reserve Fund for replacement of apparatus and equipment. That shall be deposited to such reserve fund such amounts as the districts shall from time to time agree through their individual boards.

14) The Treasurer shall maintain accounts in any commercial bank with an office within the Town of Brookhaven and shall have, as a minimum, a checking account, savings account and/or money market account. In addition, as funds are accumulated for capital reserve purposes, investments may be made in Certificates of

Deposit as available. All deposits in excess of \$100,000 shall be fully collateralized as required for each districts' own financial deposits. That Treasurer must also file an annual report for the joint service along with his regular annual report. There is a State form for such reporting. All financial matters of the service shall be reviewed at least annually by an independent auditor.

15) The management board of the emergency service shall meet monthly on the first Thursday of the month, 7:30 p.m., at mutually agreed locations within the districts to conduct the affairs of the service.

16) The term of this agreement shall be for one year commencing January 1, 1995 and shall renew annually thereafter automatically unless notice of withdrawal from the service shall be given from any district. Notice of withdrawal from the service shall be given 90 days prior to actual withdrawal and it is further agreed that no party shall withdraw in mid-year but only at the expiration of a calendar year with 90 days prior notice to the remaining parties.

Upon withdrawal from the service at the end of any calendar year, the withdrawing district shall be refunded all funds on hand in the agency account after provision has been made for all outstanding bills, such refund to be in the same proportion as the district contributed to the operational expenses of the service.

Withdrawal shall not relieve any district from its

f) first responder

19) It shall be the responsibility of each district to immediately initiate calls within their own district for its own members and ambulance to respond to the scene of any emergency which might be responded to by the service. It is agreed by each district that its ambulance may respond with a driver only if that is the maximum number of persons available to respond and, in the absence of an EMT on the ambulance, one of the responders of the service shall accompany the ambulance to the appropriate hospital for emergency care for the patient. If a district is unable to provide an ambulance with any personnel on board within three minutes of being alerted, requests for mutual aid to the nearest adjoining district, a member of the service, first, shall be initiated.

20) Liability for vehicle and properties of each district damaged in another district while engaged in a mutual aid response shall remain as provided in §209 of the General Municipal Law of the State of New York.

The responsibility for Volunteer Fireman's Benefit Law coverage shall remain the obligation of the responding members home department.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals

obligation to pay for amounts during its period of participation in the service and if any amounts remain owing to the service, they shall continue as a valid legal obligation of the removing district.

Each district shall provide for its board to adopt a resolution by a majority of its board members approving the entry into this agreement.

17) Each district shall be responsible for legal liability for each call responded to by the service within its own district and such district shall indemnify each of the other districts for any loss suffered by the service.

In addition, permitted response to any area outside the geographical area of the five district members shall be a joint liability of all five districts.

18) The Chief or other officer in charge responding to any fire or emergency within their own district, shall be responsible for all command decisions at the scene other than medical decisions which shall be the responsibility of the senior medical person on the scene.

Seniority for medical decisions shall be determined in the following order:

- a) physician
- b) paramedic
- c) AEMT
- d) EMT-D
- e) EMT