

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011 by and between THE TOWN OF WHEATFIELD, a municipal corporation in the County of Niagara and State of New York, having its office at 2800 Church Road, North Tonawanda, New York 14120, hereinafter designated “Town” and _____, a corporation duly organized under the laws of the State of New York, having its office at, NY _____ hereinafter referred to as “Corporation”.

W I T N E S S E T H:

WHEREAS, THE TOWN OF WHEATFIELD, by appropriate resolution and action of its Town Board has established a Fire Protection District on March 18, 1946, including all territory of THE TOWN OF WHEATFIELD, and

WHEREAS, the Town Board of the said Town has resolved to contract and pay for the furnishing of adequate fire protection, emergency rescue and first aid service to said Fire Protection District on certain terms and conditions hereinafter mentioned, and the said Corporation is willing on such terms and conditions to furnish such protection to the Town within the Corporation area and also as provided for by agreement between the Corporation and other fire companies;

NOW, THEREFORE, the Town does engage the Corporation to furnish fire protection to said district and the Corporation agrees to furnish such protection in the manner following:

ADEQUATE APPARATUS & EQUIPMENT

1. The Corporation represents and agrees that it now has adequate and suitable fire fighting apparatus and equipment as well as sufficient personnel to enable it to furnish suitable, prompt and adequate fire protection in connection with the other fire companies with the Town of Wheatfield to the Fire Protection District, and it further agrees that it will at all times during the

duration of this Contract have and maintain adequate and suitable fire equipment and apparatus as well as sufficient personnel to furnish suitable, adequate and prompt fire protection to said district.

RESPONSE

2. The Corporation shall at all times during the term of this Contract be subject to call for attendance upon any fire occurring in such fire district, and when notified by alarm or telephone call from any person of a fire within the district, said Corporation shall respond and attend upon the fire without delay with suitable ladders, pumping and hose apparatus of the Corporation. Upon arriving at the scene of the fire, the firefighters of the Corporation attending shall proceed diligently and in every way reasonable suited to the extinguishment of the fire, and the saving of lives and property in connection thereof.

EMERGENCY RESCUE AND FIRST AID

3. The Corporation agrees to provide the Town with emergency rescue and first aid services and certifies to the Town that sufficient of its members are qualified to provide such service and the Corporation agrees to provide said protection within the Town to all persons and property in case of public calamities or other serious accidents or other emergencies affecting or within the Fire Protection District of the Town of Wheatfield, New York, provided, however, that the Corporation shall not be required to furnish ambulance service. The Corporation shall designate the ambulance service to be used within its designated territory. The Corporation further agrees to attend all incidents in such Town and render assistance and service to injured persons at such incidents, all pursuant to Section 209 B of the General Municipal law of the State of New York. The Town agrees that the Corporation will be included in any and all negotiations for fire and/or emergency medical service within the Town.

PAYMENT

4. The Town agrees that it will pay for services as set forth herein in the sum of One Hundred Ninety-three Thousand Six Hundred Forty and 00/100 Dollars (\$193,640.00) for the calendar year 2012; One Hundred Ninety-nine Thousand four hundred fifty and 00/100 Dollars (\$199,450.00) for the calendar year 2013; and Two Hundred Five Thousand Four Hundred Thirty and 00/100 Dollars (\$205,430.00) for the calendar year 2014. The payment of the annual sum shall be made directly to the Corporation and shall be made annually by the first day of April of each year. In addition, as further compensation in lieu of further monetary payments, the Town shall provide snow removal services to the fire company and shall assist the fire company with the reasonable maintenance of driveways and parking areas at the fire company. Nothing contained in this agreement shall be construed to require the Town to purchase or provide any blacktop, fill or other material to the fire company. The corporation will obtain all necessary liability insurance for all apparatus, with limits of liability not less than Two Million Dollars (\$2,000,000.00). The corporation shall provide the Town with a certificate of insurance evidencing such liability coverage and naming the Town as an additional insured on automobile liability only. The Town shall pay any additional cost for being named as an additional insured on automobile insured on automobile liability. Necessary workmen's compensation coverage shall be provided by the Town. Automobile Liability premiums will be reimbursed provided that the fire company's insurance is awarded pursuant to the Corporation's policies and procedures.

MEDICAL EXAMINATIONS AND INOCULATIONS

5. The Town agrees to assume the cost of all medical examinations and inoculations and for entry into any training program which the Corporation's active firefighters are required to undergo or receive by federal or state law. The Town shall also pay for quantitative fitness tests, cholesterol screening, and 12-lead EKG tests, if requested. The Corporation agrees to maintain any and all records required in connection with such medical

examinations or inoculations, and any other records that may be required to be maintained.

FUEL

6. Because the Corporation is performing a governmental function, the Town authorizes the Corporation to purchase gasoline and diesel fuel at Town cost. The Corporation will follow all procedures established by the Town, and will reimburse the Town for the cost of such fuel on not less than a quarterly basis.

USE OF MONIES

7. The Corporation agrees that it will use and devote the monies so received by it from the Town solely and exclusively to fire fighting and fire protection purposes, emergency rescue and first aid. The Corporation further agrees to provide the town with a copy of its annual budget for the upcoming year no later than 30 days after the end of its fiscal year in each year of this contact and to provide the Town with a financial statement or accounting no later than 60 days following the end of such fiscal year, showing actual disbursements of funds form the proceeding year.

TERM

8. The parties hereto agree that the term of this Contract shall be for a period of three years commencing on January 1, 2012, and terminating December 31, 2014, provided however, by mutual consent of the contracting parties and after a public hearing held pursuant to notice, notwithstanding any other conditions herein contained, this agreement may be amended or terminated and a new contract entered into in lieu thereof, if the Town Board after such hearing shall determine by resolution that it is in the public interest to do so.

NOTIFICATION OF NEW CONSTRUCTION

9. The Town agrees that it will advise the Corporation of any proposed subdivision within its district and upon receipt of any plans, maps or other diagrams for subdivisions or for developments which require site plan approval by its Planning Board or Building Inspector, a

copy of such plans, maps or diagrams will be immediately provided to the fire company responsible for the area of proposed construction. The Corporation agrees it will notify the Building Inspector and Town Assessor of any structural fires within the Corporation's district.

ACCESS BY TOWN OFFICIALS

10. The parties recognize that elected and appointed Town Officials and Town Department Heads may require access to the scenes of fires or accidents to which the corporation may respond. The Corporation agrees that elected and appointed Town Officials and Town Department Heads shall have access to the scenes of fires and accidents upon request and the Corporation shall notify its line officers that such Officials and Department Heads may have access to such scenes. The access of such Town Officials and Town Department Heads will be based on the safety of their presence at such fire and accident scenes and the final decision for such access will be with the commanding officer of the fire company responsible for the incident.

ENTIRE AGREEMENT

11. This agreement contains the entire agreement between the parties and their respective successors and assigns and may not be modified except by further written agreement signed by all the parties.

SUCCESSORS AND ASSIGNS

12. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be modified except by further written agreement signed by all the parties.

NEW YORK LAW APPLICABLE

13. The interpretation, validity and performance of the agreement shall be governed by the State of New York.

HEADINGS:

14. It is agreed that the headings and phrases as to the contents of particular paragraphs are inserted only as a matter of convenience and for references, and in no way are, or intended to be, a part of this agreement or in any way to define, limit, or describe the scope or intent of the particular paragraphs to which they refer.

IN WITNESS WHEREOF, the parties have cause this instrument to be signed by their duly authorized officers and their corporation seals affixed thereto this _____ day of _____, 2011.

THE TOWN OF WHEATFIELD

BY: _____
Supervisor

ST. JOHNSBURG VOLUNTEER FIRE COMPANY

BY: _____
President

STATE OF NEW YORK)
SS:
COUNTY OF NIAGARA)

On this _____ day of _____, 2011, before me personally came ROBERT B. CLIFFE, to me known to be the Supervisor of the Town of Wheatfield, New York, and the person who executed the foregoing instrument on behalf of the Town of Wheatfield, who, being by me duly sworn, did depose and say that he executed the said instrument by Order and Resolution of the Town Board of the Town of Wheatfield, New York, and that the seal affixed is the seal of such Town and that it was so affixed thereto by Order of the Town Board of the said Town.

Notary Public

STATE OF NEW YORK)
SS:
COUNTY OF NIAGARA)

On this _____ day of _____, 2011, before me personally came _____ to me known, who, being by me duly sworn depose and say

that he is the president of **ST. JOHNSBURG VOLUNTEER FIRE COMPANY**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by Order of the Board of Directors of said corporation; that he signed his name thereto by like order.

Notary Public