

CONTRACT FOR ALDEN FIRE PROTECTION DISTRICT

THIS AGREEMENT, made this ____ day of August, 2021, between the TOWN BOARD OF THE TOWN OF ALDEN, Erie County, New York, (hereinafter "Town Board"); and MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC., 11621 Genesee Street, Alden, New York 14004 (hereinafter "Department").

WITNESSETH

WHEREAS, there has been duly established in the said Town of Alden, a fire protection district known as "Town of Alden Fire Protection District" (hereinafter "District"), embracing all the territory in the Town of Alden, exclusive of the Village of Alden, as such territory is more fully described in the Resolution establishing such District and duly adopted by the Town Board on the 27th day of September, 1951; and

WHEREAS, following the public hearing duly called by the Town Board, the Town Board duly authorized an Agreement with the Department for fire service to the District, upon the terms and provisions set forth herein; and

WHEREAS, this Agreement has also been duly authorized by resolution of the Board of Directors of the Department and of the Town Board;

NOW, THEREFORE, the Town Board does engage the Department to furnish fire and emergency first aid protection to the District for the period commencing January 1, 2022 through December 31, 2026, and the Department agrees to furnish said protection in the following manner, to wit:

FIRE PROTECTION AND FIRST AID SERVICE

1. The Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in the District and when notified by alarm or telephone from any person within the District, the Department shall respond and attend upon the fire without delay with one (1) or more companies and with suitable ladder, pumping and hose apparatus of the Department. Upon arriving at the scene of the fire call, the Department members attending shall proceed diligently and in every way reasonable suggested to the extinguishment of the fire and the saving of life and property in connection therewith.
2. The Department shall respond and attend upon the fire or render emergency first aid without delay with one (1) or more companies and with suitable first aid equipment and fire fighting apparatus. The Department agrees that it will at all times during the duration of this Contract have and maintain adequate and suitable fire-fighting equipment and apparatus as well as sufficient members and personnel to furnish adequate and prompt fire protection to said District.
3. In consideration of furnishing aid in the use of its apparatus as set forth herein, the Department shall receive from the Town the sum of One Hundred Fifty-Seven Thousand Five Hundred Dollars and No Cents (\$157,500) for the calendar year 2022, which annual funding amount shall be

increased by 1.5% (\$159,863) for the calendar year 2023, 1.75% (\$162,661) for the calendar year 2024, 1.75% (\$165,508) for the calendar year 2025 and 2% (\$168,818) for the calendar year 2026. Said amounts shall be expended by the Department for the purchase of and maintenance of firefighting equipment, first aid supplies, emergency medical supplies and equipment, and shall be subject to audit by the Town Board.

4. All monies to be paid under any provision of this Agreement shall be a charge upon said Fire Protection District to be assessed and levied upon the taxable property of said District and collected with the Town taxes.

5. All payments herein for fire protection service shall be paid in one (1) annual installment on or before March 1st of each year of the Agreement.

6. Negotiations on any successor Agreement shall commence by no later than July 15th of the year in which the Agreement is to expire.

7. The Department agrees that it shall provide a copy of the previous year's budget and expenditures to the Town Clerk of the Town of Alden at least thirty (30) days prior to the commencement of negotiations of future contract and annually by December 31st of each year.

A. The Department shall prepare on a calendar year basis a summary showing:

- (1) Beginning Cash Balance;
- (2) Cash receipts for the year by major category;
- (3) Cash disbursements for the year by major category; and
- (4) Ending cash balance;

and shall provide same to the Town Supervisor by July 1st of each succeeding calendar year.

B. The Town Board, at its option and cost, may have such cash summary audited, reviewed and/or analyzed. The Department agrees to fully cooperate with the Town Board and/or its agents if the Town Board elects to have such procedures performed. The Department shall also provide to the Town, within 180 days of its fiscal year end, a copy of its financial statements as audited by an independent certified public accounting firm of its choice.

C. All other financial books, records relating to the Department's provision of services under this Agreement, and records necessary to illustrate the purposes and amounts of expenditures supported by public monies, shall be available to the Town and/or its agents for inspection on an annual basis. In addition, the Department shall provide immediate notice to the Town with respect to any claim or litigation brought against the Department and/or any of its members, for which the Town may be exposed to liability or cost, for the Department's actions under this Agreement, and shall make available to the Town any Department records relevant to any such claim or litigation.

8. The Department agrees with and accepts the attached Boundary Agreement signed and acknowledged by the Department and the other fire companies providing fire and emergency first aid protection to the District. The Town of Alden does not waive its right to fire protection

throughout the entire Town by the Department in accepting the Boundary Agreement. Said Agreement has been agreed to as a manner of efficiently protecting the citizens of Alden.

9. The Town shall set aside a sum not to exceed \$5,000 for the joint use of the Town Line Volunteer Fire Department, Inc.; Crittenden Volunteer Fire Department, Inc.; and Millgrove Volunteer Fire Department, Inc. for training. The fire departments shall use this joint fund only with the consent of the three (3) Fire Chiefs. A representative of each Fire Department shall verify by signature the training expenses submitted to Town for payment. The Town shall be responsible to pay only those expenses related directly to training. The several Fire Companies shall among themselves designate one Town fire company to pay the charges for such as they accrue for such training. The designated Town fire company shall then submit copies of such charges and payments to the Town Supervisor once per year, between September 15 and November 15 of each year for reimbursement to the designated Town fire company by the Town in a single payment by December 15 of each year. At the end of each calendar year during the term of this Agreement, any unused monies of the annual \$5,000.00 shall revert back to the Town of Alden.

10. The Town of Alden shall look to the Fire Department for advice and input when the Town of Alden discusses any and all agreements for ambulance and first aid services within the Town of Alden.

11. The Town of Alden Code Enforcement Officer shall forward copies of all plans submitted to the Town of Alden for its approval of commercial construction and major residential subdivisions located in the Fire Department's district for advisory only comment by the Fire Department prior to approval by the Town of Alden.

12. The Town of Alden Highway Department in its normal course of snow plowing the adjacent public roadways will clear the snow from the area in front of the fire truck bays of the fire hall. During normal Town of Alden business hours, the Town shall send a pick-up truck with a plow, at the discretion of the Town, to clear the fire hall parking lot of snow.

13. To the fullest extent permitted by law, and recognizing the statutory structure that applies to the relationship between the Department and the Town, the Department shall indemnify and hold harmless the Town, and its agents, officers and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys fees and all other costs of defense, arising out of or resulting from the implementation of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent such claim, damage, loss or expense either (1) is caused in whole or in part by negligent acts or omissions of the Department, its employees, subcontractors, agents or representatives, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; or (2) arises out of or is in connection with a breach of the terms of this Agreement by the Department. This provision shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

14. The Department shall observe and comply with all laws, rules and regulations applicable to the implementation of this Agreement. To the fullest extent permitted by law, Department shall

indemnify and hold harmless the Town, and its agents, officers and employees, from and against any claims, damages, losses and expenses resulting from the violation of applicable laws, rules and regulations, by the Department, its employees, agents, representatives and/or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The indemnity provided by the requirements contained herein shall be in addition to and not serve as a limitation upon any rights of common law indemnity.

15. The Department shall, as a condition of this Agreement, maintain insurance coverage at least of the types and in the amounts as set forth in the insurance certificate attached hereto during the entire term of this Agreement, which shall name the Town as Additional Insured by endorsement.

16. This Agreement is entered into under the laws of New York State, and the parties respectively agree that they shall comply with all applicable laws, regulations and orders in carrying out their respective obligations hereunder.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and date first above mentioned.

By: _____
Dean W. Adamski, Supervisor

THE MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC., hereby approves and consents to the foregoing Agreement.

MILLGROVE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
Tanya Lords-Quinn, President