

RESOLUTION NO.:01-06-2023

Dated: January 12, 2023

AGREEMENT

THIS AGREEMENT made this 12th day of January, 2023, between the TOWN OF PIERCEFIELD, St. Lawrence County New York, hereinafter designated as the “Town” and the PIERCEFIELD VOLUNTEER FIRE COMPANY, INC. of Piercefield, New York, hereinafter designated as the “FIRE COMPANY”.

WITNESSETH

WHEREAS, there has been duly established in the Town a fire protection District known as “TOWN OF PIERCEFIELD FIRE PROTECTION DISTRICT” (hereinafter referred to as the “District”), encompassing the entire territory of the Town, pursuant to the Resolution establishing such District and duly adopted by the Town Board of the Town on August 7th, 1951, and the Order of the Town Board confirming the establishment of the District dated March 11th, 1997, and

WHEREAS, following a public hearing on January 12, 2023, duly called, the said Town Board authorizes the Town Supervisor to enter into a contract with the Fire Company for fire protection to said District upon the terms and provisions herein set forth, and

WHEREAS, this Agreement has also been duly authorized by the Board of Directors of the Fire Company,

NOW THEREFORE, The Town does engage the Fire Company to furnish fire protection to said District and the Fire Company agrees to furnish such protection in the following manner:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and when notified by alarm or telephone call from any person of a fire within the District, the Fire Company shall respond and attend upon the fire without delay with suitable ladder, pumping and hose apparatus of the Fire Company. Upon arriving at the scene of the fire, the foreman of the Fire Company attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive from the Town the sum of \$51,400.00 annually payable on or before February 1st annually. The Town may furnish gas and/or diesel fuel to the Fire Company for its vehicles and equipment in the amount of up to \$1,000.00 annually, the determined value of which shall be provided in lieu of a portion of the foregoing compensation. The value of any gas and/or diesel fuel furnished by the Town to the Fire Company shall be deducted from the payment due the Fire Company the following year.

3. All monies to be paid under the provisions of the Agreement shall be charged upon said District to be assessed and levied upon the taxable property in said District and collected with the Town taxes.

4. This Agreement shall continue for the term of one (1) year from the 15th day of February, 2023 through the 14th day of February, 2024.

5. The Fire Company hereby agrees that it will provide a liability insurance policy in the amount of \$3,000,000.00 with limits of \$1,000,000.0 for personal injury and \$125,935.00 for property damage, naming the Town as loss payee. A certificate of said insurance shall be furnished by the Fire Company to the Town before the effective date of this Agreement.

6. The Fire Company hereby indemnifies, defends, and holds harmless the Town from any and all claims, suits, actions or liabilities of any kind or nature that occur in connection with this agreement.

7. In the event that a new agreement is not negotiated by the date that the term for this Agreement ends, this agreement and its terms shall remain in full force and effect for ninety (90) days.

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

TOWN OF PIERCEFIELD

JOE DENIS, ACTING SUPERVISOR

PIERCEFIELD VOLUNTEER FIRE COMPANY, INC.

MARK MCCUEN, CHIEF