

**AGREEMENT FOR FIRE PROTECTION AND
EMERGENCY FIRST – AID SERVICES**

THIS AGREEMENT, made on the 1st day of January, 2010, between the Town of Sardinia, Erie County, New York, on behalf of the Town of Sardinia Fire Protection District No. 1, hereinafter designated as the “Fire Protection District”, and the Memorial Volunteer Fire Company of Chaffee – Sardinia, New York, Inc., an incorporated fire company within the Town of Sardinia, Erie County, New York, hereinafter designated as the “Fire Company”.

WITNESSETH:

WHEREAS, there has been duly established in the Town of Sardinia, a fire protection district known as the Town of Sardinia Fire Protection District No. 1, embracing the entire territory of the Town of Sardinia as such territory is more fully described in the resolutions and proceedings establishing such district, and

WHEREAS, following a public hearing duly called, the said Town Board, acting on behalf of the Fire Protection District, duly authorized a contract with the Fire Company for fire protection and emergency first-aid services to said district, upon the terms and provisions set forth, and

WHEREAS, this contract has been duly authorized by the Fire Company at a regular meeting held for such purposes,

NOW, THEREFORE, the Fire Protection District does engage the Fire Company to furnish emergency services consisting of fire protection and emergency first-aid to said district and to answer all calls for emergency services in said district, and the Fire Company agrees to furnish such emergency services in the following manner, to wit:

- 1. The Fire Company shall at all times during the period of this agreement be subject to call for emergency services in said district and when notified by alarm or telephone call or other proper notification from any person of a fire or emergency within the district. Such Fire Company shall respond and attend upon the fire fighting equipment, emergency first-aid, and apparatus of the Fire Company and provide an adequate number of volunteer fire persons and emergency first-aid personal to efficiently handle such apparatus in the task of providing the emergency service, including the protection of buildings and/or other property. Upon arriving at the scene of the emergency, the volunteers of the Fire Company attending shall proceed skillfully and diligently to the task of alleviating the emergency and the saving of life and property in connection therewith.**

2. The Fire Company shall maintain adequate and suitable equipment and materials to support the emergency services described herein, and all of this equipment shall be stationed within the Fire Protection District.
3. The Fire Company agrees to use all measures reasonably necessary and expedient to assure that all said pieces of emergency service equipment shall not be called outside the area of the Fire Protection District at the same time; provided however, that on occasion of grave and serious emergency or conflagration, all such pieces of equipment may be called outside the Fire Protection District at the same time, in which event, the Fire Company agrees to use all measures reasonable and necessary to assure that other volunteer fire companies from bordering and surrounding towns shall provide all necessary emergency services described herein above.
4. Members of the Fire Company while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have the same rights, privileges and immunities as if they were volunteer fire persons of a municipality or municipal subdivision performing such services within their own municipality or municipal subdivision.
5. The Fire Company and/or the member or members individually making a claim for reimbursement for personal injuries, death, or loss or damage to property or equipment of the Fire Company, shall be required to give timely notice in writing of the basis of such claim by serving the same upon the proper fiscal officer of the municipality or municipal subdivision involved, in order to preserve and protect its or their statutory rights in furthering such claim.
6. The Fire Protection District is not required to insure the fire buildings owned or maintained by the Fire Company, or the fire apparatus, or the emergency first-aid apparatus, or any equipment owned or maintained by the Fire Company. Furthermore, the Fire Company shall provide the following minimum insurance coverage on each of its owned or maintained vehicles used as operational equipment for the emergency services described herein:

Liability Insurance	\$600,000
Personal Injury Protection	No Fault Coverage
Uninsured Motorists Insurance	\$20,000
Physical Damage: Collision, Fire & Theft - Actual Cash Value	\$1,000 Deductible
NY Mutual Aid (Vehicle & Equipment)	\$200,000

7. Nothing contained in this contract shall be construed to relieve the Fire Protection District from the liabilities imposed by law upon the Fire Protection District pursuant to Article 10 of the General Municipal Law of the State of New

York as amended and Article 2 of the Workers Compensation Law of the State of New York as amended, and said Fire Protection District specifically agrees to assume all liabilities now existing or which may hereafter be imposed by law, upon the said Fire Protection district for the benefit or protection of the volunteer persons of the Fire Company or for the protection of its apparatus or equipment.

8. The Fire Company shall provide the Fire Protection District a copy of all its monthly and annual Treasure's Reports in a timely manner.
9. The Fire Company shall cause its financial books and records to be reviewed on an annual basis by a Certified Public Accountant ("CPA") or CPA firm qualified to perform such reviews. Such review, at a minimum, shall be conducted to the level and scope as was specified in the letter of engagement provided to the Fire Company by R.A. Mercer & Co. dated March 1, 1994. Such review shall include a management letter containing a description of the financial management practices of the Fire Company and recommendations, if any, for improvements thereto. A copy of said review and management letter shall be forwarded to the Fire Protection District in a timely manner. The Fire Protection District may through a Certified Public Accountant retained by the town audit and/or review from time to time books and records of the Fire Company.
10. All monies to be paid under any provision of this agreement shall be a charge upon the said Fire Company District, to be assessed and levied upon the taxable property in said district and collected with Town and county taxes.
11. In consideration for the furnishing of emergency services described herein, the Fire Protection District shall pay to the Fire Company:
 - A. The Year 2010 the sum of ONE HUNDRED FORTY FIVE THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS (145,666.00)
 - B. The Year 2011 the sum of ONE HUNDRED FIFTY THOUSAND THIRTY SIX DOLLARS (150,036.00)
 - C. The year 2012 the sum of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED THIRTY SEVEN DOLLARS (154,537.00)

Such sum being due and payable on or before **March 31st** of each **respective year** and in addition the Fire Protection District shall pay the dispatch/messaging services provided by Springville Fire Control.

12. The Fire Protection District recognizes the continued need throughout the district for the development and maintenance of water sources for fire protection. In addition to the annual contract payment, the Fire Protection District shall contribute by March 31st of each year of this agreement, the sum of FIVE THOUSAND DOLLARS (5,000.00) to a Reserve fund for water source development.

All unused water source development funds from 2009 contract year, not to exceed \$5,000.00, shall be transferred to the Reserve Fund. The Fire Protection District shall reimburse the Fire Company for up to the then current balance of the Reserve fund for documented water source development and maintenance expenses incurred by the Fire Company during the term of the agreement. Properly documented expenses incurred during the contract year by the Fire Company that are related to the procurement and installation of "DRY HYDRANTS" within the area comprising the Fire Protection District will be required for reimbursement. Further, for the purpose of the development and maintenance of said Dry Hydrants, the Fire Protection District shall make available, within reason, at no cost to the Fire Company: (a) the services of the Attorney for the Town for drafting and review of easements and rights-of-way; and (b) in-kind equipment and manpower, subject to the approval of the Highway Superintendent and the availability and suitability to the task of both the equipment and manpower.

13. The Fire Protection District shall pay to the Fire Company;
 - A. The Year 2010 the sum of THIRTY THREE THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS (33,765.00)
 - B. The Year 2011 the sum of THIRTY FOUR THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS (34,778.00)
 - C. The Year 2012 the sum of THIRTY FIVE THOUSAND EIGHT HUNDRED TWENTY ONE DOLLARS (35,821.00)

to fund an apparatus replacement account to be held and managed by the Fire Company. The Fire Company agrees that these funds shall be used for the purpose of acquiring emergency apparatus such as fire trucks, ambulances and/or equipment of a similar nature. The Fire Company agrees to notify the Fire Protection District in advance of any proposed expenditure and agrees that the Fire Protection District through a Certified Public Accountant may audit and review this account from time to time at the Districts expense.

14. The Fire Protection District agrees to provide the Town Highway Department Snowplowing to provide access to the Sardinia, Chaffee and Genesee Rd. Fire Halls to allow emergency apparatus and responders vehicles to utilize the same and the Town agrees to contract for snow removal if necessary at a cost not to exceed \$750.00 per year.
15. This contract shall run for period of THREE (3) years, commencing January 1, 2010 and terminating at the end of the last day in 2012, subject to the right of either party hereto to terminate such contract at any time during such contract period by the service of ninety (90) days notice in writing upon other or it's election to do so. The notice of cancellation herein provided for shall be served

Upon the Supervisor or the Town Clerk of the Town of Sardinia on behalf of the Fire Protection district in the same manner as is required for the service of a summons in a civil action.

16. It is further expressly agreed that at least one hundred twenty (120) days before the expiration of this contract on December 31, 2012, the Fire Company shall give notice to the Fire Protection District, either in writing or by attending a regular meeting of the Town Board for the express purpose, indicating its desire to further contract for fire protection and emergency first-aid services for such Fire Protection District and stating in general terms the basis upon which the Fire Company is willing to provide such services, including a general inventory of the equipment available therefore. In the event a contract is not reached by both parties by the last day of December, the current contract will be in force until an agreement is signed by both parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on this 29th day of December

TOWN OF SARDINIA on behalf of the TOWN OF SARDINIA FIRE PROTECTION DISTRICT NO. 1

BY: Kathy M Balus Date: 12/29/09
Witness: Peggy O'Brien

Kathy M Balus
Supervisor

MEMORIAL VOLUNTEER FIRE COMPANY OF CHAFFEE-SARDINIA, NY, INC.

BY: _____ Date 12/29/09
Witness: _____

Danny Heinemann
President