

AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2023, between the TOWN OF NANTICOKE, a municipal subdivision of the State of New York situate in Broome County, 755 Cherry Valley Hill Road, Maine, NY 13802, acting on behalf of Fire Protection District No. 1 in said Town, party of the first part (hereinafter referred to as "Town"), and GLEN AUBREY FIRE COMPANY, INC., a domestic corporation, located in Glen Aubrey, New York, party of the second part (hereinafter referred to as "Fire Company"),

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Nanticoke, Broome County, New York, a fire protection district known as "FIRE PROTECTION DISTRICT NO. 1", embracing such territory as is more fully described in the resolution establishing such District and duly adopted by the Town Board of the Town of Nanticoke ("District"),

WHEREAS, the Town wishes to contract with the Fire Company for the furnishing of fire protection to said District for a period of time from January 1, 2023 through December 31, 2023; and

WHEREAS, a public hearing was held at the Town Hall on December 13, 2022, after due publication of notices of such hearing and such hearing having been called for the purpose of aiding in the determination of whether or not an agreement should be made between the Town and the Fire Company for further fire protection; and

WHEREAS, at the public hearing there were no objections to making an agreement; and

WHEREAS, at such meeting of the Town Board of the Town of Nanticoke held December 13, 2022 the Town on behalf of the District duly authorized this Agreement with the Fire Company for fire protection to said District upon the terms and provisions herein set forth; and

WHEREAS, this contract has 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 the District and the Fire Company agrees to furnish such protection in the following manner, to wit:

1. The Fire Company shall at all times during the period of the agreement be subject to call for attendance upon any fire or other similar type emergency, including, but not limited to, vehicular accidents, water emergencies, calamities, missing or distressed persons, occurring in such district and when notified by alarm or telephone call from any person within the district of a fire within the district, such department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping, and hose apparatus of the Fire Company. Upon arriving at the scene of the fire, the members of the Fire Company attending shall proceed diligently and in every way reasonably calculated to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Fire Company shall receive \$75,750.00 for 2023 which shall be paid by the Town on or before March 1, 2023.

3. The Fire Company agrees to pay the necessary cost of any casualty insurance or any other expenses of disbursements which may be necessary or required by law and that the Town shall not be obligated to pay anything to the Fire Company in addition to the amount set forth in paragraph 2 herein.

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

5. The compensation herein provided for the Fire Company shall include the use of all

apparatus, equipment, materials, supplies and labor necessary in the performance by the Fire Company of its obligations under this Agreement, and the Fire Company shall, during the whole period covered by this contract, at its own expense, provide a policy of insurance to cover loss or damage to its apparatus and equipment to the full value thereof, which policy shall be so written that by its terms it shall protect the Town of Nanticoke and the District from any liability for such loss or damage to apparatus and equipment. Such policy may, however, contain a clause making deductible there from an amount not exceeding Two Hundred Fifty Dollars (\$250.00). The Fire Company shall furnish to the Supervisor of the Town of Nanticoke, a certificate of an insurance company authorized to do business in the State of New York showing coverage as herein provided.

6. The Fire Company shall, at its own cost and expense, insure and keep insured, during the term of this Agreement, its vehicles, property, equipment and supplies, and its members against any and all claims and damages arising from death, personal injury or property damage, with (i) a policy of commercial general liability insurance with \$2,000,000.00/\$4,000,000.00 limits, (ii) an errors and omissions policy limit of \$2,000,000.00/\$4,000,000.00 limits and (iii) a policy of vehicle liability insurance with \$2,000,000.00 limits. Said policy or policies shall be written by companies authorized to do business in the State of New York and shall name the Town of Nanticoke as an insured party. The Fire Company shall file with the Town Clerk of the Town of Nanticoke a certificate showing coverage as herein provided and that names the Town as an additional insured.

7. The Fire Company shall submit a copy of its budget to the Town on an annual basis, at the end of its fiscal year. Such budget shall contain anticipated itemized revenues and expenditures for the next fiscal year, and an itemized list of revenues and expenditures for the previous fiscal year. The Town shall have access upon reasonable notice and during normal business hours to all books, records, map, plans, financial statements, policies, procedures and other like materials of the Fire

Company relating to the property and operation of the Fire Company and to all other records required to be kept hereunder.

a. The Fire Company shall keep accurate and correct financial records of Fire Company, including a detailed record of each and every financial transaction, and shall create and adhere to internal policies and procedures which shall reasonably ensure that Fire Company funds and property are protected and not subject to misappropriation, theft, or other fraudulent activity. Such policies and procedures shall include, but not be limited to, identification of which Fire Company personnel are authorized to make purchases, payments and/or expenditures, and a procedure for regular internal review, inspection and approval of all financial transactions of the Fire Company by the Fire Company's board of directors.

b. On an annual basis, the Fire Company shall arrange for an audit of their financial records from the previous 12 months to be completed by a third party accounting firm, unaffiliated with the Fire Company. Said audit must be completed and the results provided to the Town no later than September 15th of each year.

8. The Fire Company shall indemnify, defend and hold harmless the Town, its successors and assigns any and all damage, liabilities or claims of any nature, absolute or contingent, together with all expenses and legal fees which may be incurred to compromise, or defend such liabilities or claims arising out of or resulting from activities which are encompassed by this agreement. This obligation to defend, indemnity and hold harmless shall survive any termination of this Agreement.

9. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties under the Volunteer Firefighter Benefit Law, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State

of New York and members of the Company while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the rights, privileges and immunities as volunteer firefighters provided for by law.

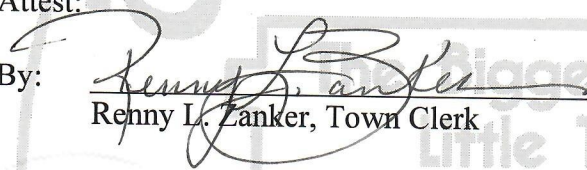
10. The Fire Company shall comply with all applicable laws and regulations in carrying out their duties under this Agreement.

11. This Agreement and all clauses herein contained shall become effective on January 1, 2023 and shall terminate on December 31, 2023.

(Town seal)

Attest:

By:


Renny L. Zanker, Town Clerk


TOWN OF NANTICOKE

By:


Roy G. Willis, Town Supervisor

GLEN AUBREY FIRE COMPANY, INC.

By:


, President

AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2023, between the TOWN OF NANTICOKE, a municipal subdivision of the State of New York situate in Broome County, 755 Cherry Valley Hill Road, Maine, NY 13802, acting on behalf of Fire Protection District No. 2 in said Town, party of the first part (hereinafter referred to as "Town"), and GLEN AUBREY FIRE COMPANY, INC., a domestic corporation, located in Nanticoke, New York, party of the second part (hereinafter referred to as "Fire Company"),

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Nanticoke, Broome County, New York, a fire protection district known as "FIRE PROTECTION DISTRICT NO. 2", embracing such territory as is more fully described in the resolution establishing such District and duly adopted by the Town Board of the Town of Nanticoke ("District"),

WHEREAS, the Town wishes to contract with the Fire Company for the furnishing of fire protection to said District for a period of time from January 1, 2023 through December 31, 2023; and

WHEREAS, a public hearing was held at the Town Hall on December 13, 2022, after due publication of notices of such hearing and such hearing having been called for the purpose of aiding in the determination of whether or not an agreement should be made between the Town and the Fire Company for further fire protection; and

WHEREAS, at the public hearing there were no objections to making an agreement; and

WHEREAS, at such meeting of the Town Board of the Town of Nanticoke held December 13, 2022 the Town on behalf of the District duly authorized this Agreement with the Fire Company for fire protection to said District upon the terms and provisions herein set forth; and

WHEREAS, this contract has 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 the District and the Fire Company agrees to furnish such protection in the following manner, to wit:

1. The Fire Company shall at all times during the period of the agreement be subject to call for attendance upon any fire or other similar type emergency, including, but not limited to, vehicular accidents, water emergencies, calamities, missing or distressed persons, occurring in such district and when notified by alarm or telephone call from any person within the district of a fire within the district, such department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping, and hose apparatus of the Fire Company. Upon arriving at the scene of the fire, the members of the Fire Company attending shall proceed diligently and in every way reasonably calculated to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Fire Company shall receive \$60,358.00 for 2023 which shall be paid by the Town on or before March 1, 2023.

3. The Fire Company agrees to pay the necessary cost of any casualty insurance or any other expenses of disbursements which may be necessary or required by law and that the Town shall not be obligated to pay anything to the Fire Company in addition to the amount set forth in paragraph 2 herein.

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

5. The compensation herein provided for the Fire Company shall include the use of all

apparatus, equipment, materials, supplies and labor necessary in the performance by the Fire Company of its obligations under this Agreement, and the Fire Company shall, during the whole period covered by this contract, at its own expense, provide a policy of insurance to cover loss or damage to its apparatus and equipment to the full value thereof, which policy shall be so written that by its terms it shall protect the Town of Nanticoke and the District from any liability for such loss or damage to apparatus and equipment. Such policy may, however, contain a clause making deductible therefrom an amount not exceeding Two Hundred Fifty Dollars (\$250.00). The Fire Company shall furnish to the Supervisor of the Town of Nanticoke, a certificate of an insurance company authorized to do business in the State of New York showing coverage as herein provided.

6. The Fire Company shall, at its own cost and expense, insure and keep insured, during the term of this Agreement, its vehicles, property, equipment and supplies, and its members against any and all claims and damages arising from death, personal injury or property damage, with (i) a policy of commercial general liability insurance with \$2,000,000.00/\$4,000,000.00 limits, (ii) an errors and omissions policy limit of \$2,000,000.00/\$4,000,000.00 limits and (iii) a policy of vehicle liability insurance with \$2,000,000.00 limits. Said policy or policies shall be written by companies authorized to do business in the State of New York and shall name the Town of Nanticoke as an insured party. The Fire Company shall file with the Town Clerk of the Town of Nanticoke a certificate showing coverage as herein provided and that names the Town as an additional insured.

7. The Fire Company shall submit a copy of its budget to the Town on an annual basis, at the end of its fiscal year. Such budget shall contain anticipated itemized revenues and expenditures for the next fiscal year, and an itemized list of revenues and expenditures for the previous fiscal year. The Town shall have access upon reasonable notice and during normal business hours to all books, records, map, plans, financial statements, policies, procedures and other like materials of the Fire

Company relating to the property and operation of the Fire Company and to all other records required to be kept hereunder.

a. The Fire Company shall keep accurate and correct financial records of Fire Company, including a detailed record of each and every financial transaction, and shall create and adhere to internal policies and procedures which shall reasonably ensure that Fire Company funds and property are protected and not subject to misappropriation, theft, or other fraudulent activity. Such policies and procedures shall include, but not be limited to, identification of which Fire Company personnel are authorized to make purchases, payments and/or expenditures, and a procedure for regular internal review, inspection and approval of all financial transactions of the Fire Company by the Fire Company's board of directors.

b. On an annual basis, the Fire Company shall arrange for an audit of their financial records from the previous 12 months to be completed by a third party accounting firm, unaffiliated with the Fire Company. Said audit must be completed and the results provided to the Town no later than September 15th of each year.

8. The Fire Company shall indemnify, defend and hold harmless the Town, its successors and assigns any and all damage, liabilities or claims of any nature, absolute or contingent, together with all expenses and legal fees which may be incurred to compromise, or defend such liabilities or claims arising out of or resulting from activities which are encompassed by this agreement. This obligation to defend, indemnity and hold harmless shall survive any termination of this Agreement.

9. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties under the Volunteer Firefighter Benefit Law, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State

of New York and members of the Company while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the rights, privileges and immunities as volunteer firefighters provided for by law.

10. The Fire Company shall comply with all applicable laws and regulations in carrying out their duties under this Agreement.

11. This Agreement and all clauses herein contained shall become effective on January 1, 2023 and shall terminate on December 31, 2023.

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