

Fire Protection Contract

This Agreement (“Agreement”) is made this, _____, between

THE BOARD OF TRUSTEES OF THE VILLAGE OF NEW PALTZ, Ulster County, New York, herein after referred to as the “Village”, maintaining its offices at the Village Hall, 25 Plattekill Avenue, New Paltz, New York 12561, and

THE TOWN BOARD OF THE TOWN OF NEW PALTZ, Ulster County, New York, herein after referred to as the “Town”, maintaining its offices at 1 Veteran’s Drive, New Paltz, New York 12561

WITNESSETH:

WHEREAS, the Town of New Paltz has heretofore established a fire protection district known as “New Paltz Fire Protection District”, hereinafter designated as the “District,” embracing territory in the Town wholly outside of any city or village, as such territory is more fully described in the resolution establishing such District and duly adopted by the Town Board of said Town on June 14, 1951; and

WHEREAS, the Village and Town heretofore entered into an agreement for the Village to furnish fire protection to the said District which agreement expires on May 31, 2014, and

WHEREAS, the Village and the Town are desirous of entering into a new agreement for the Village to furnish fire protection to the District,

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. AGREEMENT

The Village agrees to furnish fire protection to the District as more particularly set forth herein.

2. PROTECTION FURNISHED.

The Village Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in said District, and when notified by alarm or telephone call from any person therein of a fire in said District, the Village Fire Department shall respond and attend upon the fire without delay with one or more trucks and with suitable ladders, pumping and hose apparatus, and tank truck, as directed by the Fire Chief or officer in charge, who shall have the sole discretion to dispatch such equipment as required by the fire call. Upon arriving at the scene of the fire, the Village firefighters attending shall proceed diligently and in every way reasonably to extinguish the fire and to save life and property in connection therewith.

3. TERM

The services provided pursuant to this agreement shall be for the period commencing June 1, 2014 and terminating May 31st, 2015. This agreement may be sooner terminated by mutual consent of both parties only in the event of the formation of a Town-wide fire district which would encompass the District.

4. CONSIDERATION.

The consideration for the furnishing of fire protection to the said District during the term of this Contract shall be determined to be that percentage of the Fire Department budget, exclusive of the Fire Equipment Reserve Fund, for the forthcoming year (2014/2015), which is equal to the relative percent of fire calls answered within the Town during the 12 months preceding the month of the execution of this Agreement (“Town Percentage”), such amount being the sum of Two Hundred Thirty One Thousand Five Hundred seventy Eight dollars and sixty five cents (\$231,578.65) (“Town Contribution”). Payment shall be made by the Town to the Village in two installments; ½ (50%) shall be due within fifteen (15) days of the signing of this contract or June 14, 2014, whichever is later, (“Initial Consideration”), and ½ (50%) on November 1, 2014 (“Second Consideration”).

5. ASSESSMENT.

With the exception of the Payment, all money to be paid by the Town pursuant to this agreement shall be a charge upon the said District to be assessed and levied upon the said property in said District and collected by the Town.

6. BUDGET APPROPRIATIONS.

It is acknowledged that designated representatives of the Town have met with the Fire Commissioners of the Village and the officers of the Village Fire Department for the purpose of jointly preparing a recommendation to the Village Budget Officer for the Fire Department appropriations for the forthcoming 2014/2015 fiscal year. Prior to the adoption of the Village budget for the forthcoming 2015-2016 fiscal year, and each year thereafter that this Agreement shall be in place or, in which it shall have expired but no new Agreement has been entered into, designated representatives of the Town shall be authorized to meet with the Fire Commissioners of the Village and the officers of the Village Fire Department for the purpose of jointly preparing a recommendation to the Village Budget Officer for the Fire Department appropriations for the forthcoming fiscal year. The Village Budget Officer will furnish to the Town budget appropriations proposed by the Village for operation of the Fire Department during the forthcoming year. The Town will be given the opportunity to review the proposed budget appropriations and to attend a joint meeting with the Village to review and comment upon the proposed budget appropriations prior to the adoption of the Village budget.

7. ALLOCATIONS & BUDGETING.

7.1. It is agreed that at the time of payment of it’s the Initial Consideration, as authorized by General Municipal Law Section 209-d, the Town will make a payment equal to ten percent (10%) of the Town Contribution set forth in paragraph 4 above, directly to the New Paltz Fire Company, Inc. (the “Company”) to be expended by Company for Fire Company purposes only (the “209-d Funds”). The Company shall be subject to audit by the Town or the Village with respect to its use of the 209-d Funds.

7.2 The Village agrees to appropriate in the Village budget as a separate and dedicated line item, the amount of \$50,000 as a designated contribution to the equipment-reserve fund to be held by the Village for the benefit of the Village Fire Department.

7.3 It is agreed that the Village will appropriate at the conclusion of each annual fiscal year audit within the term of this Agreement an amount equal to all monies appropriated in the Village budget for the operation of the Fire Department which shall not have been expended at the conclusion of the fiscal year (“Unexpended Funds”), and shall appropriate the Town portion in the 2015/2016 and shall (i) remit payment to the Town of an amount equal to the Unexpended Funds multiplied by the Town Percentage) to be allocated to fire protection expenses, and (ii) transfer the remainder of the Unexpended Funds to the Village General Fund.

7.4 Nothing herein shall limit the right or obligation of the Town or the Village, or any other government entity of competent jurisdiction from performing any audit or accounting which may be required, ordered, or permitted by law.

8. BOOKS AND RECORDS.

The Town and its duly authorized representatives shall have access, upon giving notice, to the books and records relative to the cost and expenses of the operation of the Village Fire Department and to any other records pertaining to the provisions of this Agreement and shall be permitted, upon giving notice, at any time, to enter upon the grounds and facilities comprising the Village Fire Department for inspection purposes.

9. SUBSTATION

The Village agrees to house certain motor fire apparatus, to be selected by the Village, at a substation building presently leased by the Village from the New Paltz Fire Company, Inc., at the intersection of Henry W. Dubois Drive and North Putt Corners Road in the Town of New Paltz. The Town shall be responsible for removal of snow from the parking lot and driveways of the substation properties.

10. FIREFIGHTERS.

Members of the Village Fire Department while engaged in the performance of their duties pursuant to this agreement shall be acting as and maintain all rights, privileges, and immunities as if performing the function in and for the Village of New Paltz.

11. INSURANCE.

The Village agrees to designate the Town as a “named insured” throughout the terms of this Agreement on the following insurance coverage for the volunteer firefighters and the operation of the Village Fire Department: general liability, motor vehicle liability, volunteer firefighters’ benefits and workers’ compensation benefits. The Village agrees to defend and indemnify the Town against any actions, claims, suits, or demands which may be asserted against the Town for any causes arising out of the acts or conduct of the Village Fire Department or the officers, employees, or firefighters thereof.

12. TERRITORY AFFECTED.

The territory to benefit pursuant to this Agreement is that portion of the Town of New Paltz lying outside of the boundaries of the Village of New Paltz.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the day and year first written above.

THE VILLAGE OF NEW PALTZ

By: Jason West, Mayor

Attest:

Kathryn Doyle-Bunker, Village Clerk

THE TOWN OF NEW PALTZ

By: Susan Zimet, Supervisor

Attest:

Rosanna Mazzaccari, Town Clerk

The New Paltz Fire Company, Inc., a volunteer fire company, hereby consents to the foregoing Agreement pursuant to General Municipal Law §209-d, and agrees to its terms.

NEW PALTZ FIRE COMPANY, INC.

By: William Dubois, President

Attest:

Patrick O'Donnell, Secretary

The foregoing Agreement was approved by the Board of Trustees of the Village of New Paltz on _____, and by the Town Board of the Town of New Paltz on _____.