

**FIRE PROTECTION AND EMERGENCY SERVICES CONTRACT
CLARENDON FIRE COMPANY – TOWN OF CLARENDON
For the Years 2019-2023**

THIS AGREEMENT, made in duplicate as of the 16th day of October, 2018
by and between:

The Town Board of the Town of Clarendon (Town), a municipal corporation, Orleans County, New York, with offices located at 16385 Church Street in the Town of Clarendon, New York, party of the first part; and

The Clarendon Fire Company, Inc. (Fire Company), a volunteer fire company, incorporated under the Not-For-Profit Corporation Law, with offices located at 16169 East Lee Road in the Town of Clarendon, New York, party of the second part.

WITNESSETH:

1. In consideration of the covenants and agreements hereinafter set forth, the Fire Company hereby covenants and agrees to and with the Town, to furnish fire protection, emergency services, and emergency medical services, within the Clarendon Fire Protection District, being all of the territory within the Town of Clarendon, Orleans County, State of New York and will respond to fire alarms or calls or other emergency calls from persons within such fire protection district; and will in response to such calls or alarms from residents or persons of said fire protection district cause the necessary fire fighting apparatus or other emergency equipment, together with a sufficient number of trained personnel to properly operate such apparatus, to proceed to the scene of such fire or emergency and to do all that is necessary and proper to assist in extinguishing such fire or respond to such emergency within such fire protection district.
2. The Town will make payment to the Fire Company in the sum of One hundred ninety-two thousand six hundred eighty dollars and 00/100 (\$192,680.00) on the Friday following the Regular Monthly Town Board Meeting in February, 2019 and pursuant to inflation at 1.9%, will make payments at the same time for subsequent years that this contract remains in force, as follows:

2020 – One hundred ninety-four thousand nine hundred fifteen and 92/100	\$194,915.92
2021 – One hundred ninety-seven thousand one hundred ninety-four and 32/100	\$197,194.32
2022 – One hundred ninety-nine thousand five hundred sixteen and 01/100	\$199,516.01
2023 – Two hundred one thousand eight hundred eighty-one and 82/100	\$201,881.82

3. In consideration of future capital improvements and expansions of The Fire Company and its properties to limit the future impact on Clarendon citizens, the Town agrees that the Fire Company is allowed to save up to \$7500 per budget year for future capital improvements and expansions of its properties and up to \$75,000 per year for vehicle replacement, if possible.
4. All monies to be paid under this contract shall be a charge upon the CLARENDON FIRE PROTECTION DISTRICT to be assessed and levied upon the taxable property in said district and collected with the Town taxes.
5. It is hereby covenanted and agreed that neither the Town nor any of the individual members of the Town Board; nor officers of the Fire Company or members of its fire department; shall be liable under this agreement for any damages for failure to furnish fire protection or emergency services pursuant to this agreement, or for failure to furnish fire apparatus or a sufficient number of men, or for the failure to do anything needful or proper in attending any fire or emergency situation or extinguishing or responding to the same pursuant to this agreement; nor shall the Town of said board or any of said officers be liable for damages in any manner due to carelessness or negligence in failing to respond to any fire or emergency calls, or failing to attend any fires or emergencies or for any failure to do any acts in, under and pursuant to this agreement.
6. It is further expressly mutually covenanted and agreed that in no event whatever shall any member of the Town Board of the Town be held individually or personally liable under this contract or, in any way, be deemed to be a party hereto individually.
7. The Fire Company shall be responsible for any loss or damage to fire apparatus and other emergency equipment sustained in answering calls, except that the Town shall maintain insurance coverage for damage to any equipment of other fire companies used on a mutual aid basis.
8. It is further mutually covenanted and agreed that all of the Laws of the State of New York, relating to this contract, and the Volunteer Firemen's Benefit Law of the State of New York, relating to liability for the payment to injured volunteer firemen or the representatives of deceased firemen are applicable hereto.
9. In the event that the Town fails to make the payment or payments set forth herein, the Fire Company shall have the right to cancel this agreement and its obligation to furnish fire protection service hereunder by serving a written notice to that effect, which shall be effective sixty (60) days after service upon the Supervisor of the Town of Clarendon or in the absence of the Supervisor, the Town Clerk. Upon and after such effective date, all obligation of Fire Company shall cease, and in addition, the Fire Company shall have the right to commence action against the Town to collect the amount due it for the fire protection up to the time of such cancellation.

10. In regard to timing of the use of the funds that are collected by the town for the operations of the Clarendon Fire Company, the Fire Company may, at its board's discretion, use the budget funds for expenditures that are incurred within six months on either side of the Fire Company's fiscal (budget) year. Expenditures outside of said window of time must be approved by the Clarendon Town Board.

11. This contract shall be for a term commencing January 1st for the calendar year 2019 and shall be deemed renewed on the same basis each calendar year thereafter for a further full calendar year unless terminated as provided in Subsection 4 of Section 184 of Town Law, the term of said contract to expire, in any event, on the 31st day of December, 2023.

IN WITNESS WHEREOF the said party of the first part has caused this contract to be signed by the Supervisor, witnessed by the Town Clerk, and the official seal of the Town of Clarendon affixed; the party of the second part has caused this contract to be signed by the Fire Chief and President.

TOWN OF CLARENDON

Dated:

By: _____
Supervisor, Richard H. Moy

(seal)

Town Clerk, Susan C. Colby

CLARENDON FIRE COMPANY

Dated: _____, 2018

By: _____
Fire Chief, Jonathan DeYoung

President, Robert Freida