

TOWN OF BOSTON

**DRAFT**

FIRE PROTECTION DISTRICT

CONTRACTS FOR FIRE PROTECTION WITH THE

**BOSTON FIRE COMPANY**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the Town Board of the **TOWN OF BOSTON, ERIE COUNTY, NEW YORK** (hereinafter designated as the “**TOWN**”) and the **BOSTON FIRE COMPANY** (hereinafter designated as “**COMPANY**”).

**WITNESSETH:**

**WHEREAS**, the **TOWN** is a municipal corporation of the inhabitants within its boundaries and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs, as have been or may be conferred upon it by law, and duly recognized a town within the meaning of the New York State Town Law; and

**WHEREAS**, pursuant to Town Law of the State of New York, the Town Board of the **TOWN** established a fire protection district known as the “Boston Fire Protection District” (hereinafter designated as the “**DISTRICT**”) for the furnishing of fire protection and other emergency services in connection with which the services of firefighters would be required; and

**WHEREAS**, the **TOWN** desires to contract with the **COMPANY** for the furnishing of fire protection and other emergency services to the **DISTRICT**, in connection with the services of firefighters would be required, and further, to establish the consideration therefore; and

**WHEREAS**, the **COMPANY** is a duly recognized and incorporated fire department, existing under the Not-For-Profit Corporation Law of the State of New York; and

**WHEREAS**, a public hearing has been held by the Town Board upon due notice and there being compliance with Section 184 of the Town Law of the State of New York; and

**WHEREAS**, the **TOWN** and **COMPANY**, at regularly called meetings thereof, duly resolved that it should receive, and furnish, respectively, fire protection to the **DISTRICT** for the year 2014 and 2015; and

**WHEREAS**, a previous Contract between the parties will expire on December 31, 2013.

**THEREFORE**, the **TOWN** does engage the **COMPANY** to furnish fire protection to the **DISTRICT**, and the **COMPANY** agrees to furnish such protection in the manner following, to with:

1. The **COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire or other similar type emergency, including but no limited to, vehicular accidents, water emergencies, calamities, missing or distressed persons, occurring within the **DISTRICT**; and when notified by alarm or telephone call from any person within the **DISTRICT** of a fire within the said **DISTRICT**, the **COMPANY** shall respond and attend upon the fire without delay with one (1) or more other companies, and with suitable ladder, pumping and hose apparatus on the part of the second part. Upon arriving at the scene of the fire, the firefighters of the **COMPANY** attending shall proceed diligently and in every way reasonably calculated to the extinguishment of the fire and saving of a life and property in connection therewith.

2. The term of this Agreement shall be for a period of two (2) years commencing on January 1, 2014 and terminating on December 31, 2015, payable in two (2) equal installments. The first payment of fifty percent (50%) is due on or before March 31 of each year and the second payment of fifty percent (50%) on or before June 30 of each year. The **TOWN** shall pay the **COMPANY** the sum of \$160,100.03 per year. Said sum shall be considered a definite sum, as required by Section 184(5) of the Town Law and delineated as follows:

|                |             |
|----------------|-------------|
| March 31, 2014 | \$80,050.01 |
| June 30, 2014  | \$80,050.02 |
| March 31, 2015 | \$80,050.01 |
| June 30, 2015  | \$80,050.02 |

3. The **TOWN** shall pay all premiums applicable under the Workers Compensation Law or the Volunteer Firefighters Benefits Law (and any increase therein) and any and all claims authorized by law for medical expenses, loss of wages, compensation, benefits or other claims arising by reason of injury or death to a firefighter, member(s) of the Fire Department Emergency Relief Squad, Fire Police Squad and/or Fire Patrol, sustained while answering, attending upon, or engaged in any other firematic duty; and should the **COMPANY** be compelled or required to pay any such claims, the party of the **TOWN** shall reimburse the **COMPANY** the amount paid within thirty (30) days after making such payment. The **TOWN** shall pay the cost for obtaining medical clearance for qualified firefighters. In addition, the **TOWN** shall pay the cost for obtaining the Hepatitis B shot series if not covered by the firefighter's personal insurance. Additionally, the **TOWN** agrees to reimburse firefighters for any co-pay utilized if the firefighter's personal insurance is used for injury related to fire service under this contract.

4. As soon as reasonably practical, the **TOWN** shall arrange for bi-weekly trash removal from the principal facility of the **COMPANY**, not to exceed one dumpster per week. Any said pickups will also be accommodated on an as need basis.

5. All monies to be paid under any provisions of this Agreement shall be considered a charge on the **DISTRICT** to be assessed and levied upon taxable property in the **DISTRICT** and collected with **TOWN** taxes.

6. The **COMPANY** shall render to the **TOWN** an accounting of its expenditure of all monies spent in each fiscal year for all services covered by this Agreement in the form of a general ledger of all expenditures by June 1 after the end of the fiscal year in which said monies were paid, including a copy of the filed Internal Revenue Service Form 990 within thirty (30) days of filing, plus allowing for any extensions granted by the Internal Revenue Service.

7. The **COMPANY** shall have the primary responsibility to respond to fire and other emergencies within the geographic area of the Town of Boston as delineated on a map filed in the office of the Town Clerk of the Town of Boston. Nothing in this provision shall, in any way, limit the responsibility of the **COMPANY** to provide service to the entire Town of Boston Fire Protection under mutual aid agreement.

8. The **COMPANY** shall be responsible for extending its best efforts regarding the services rendered hereunder and in no event shall the **COMPANY** be considered an insurer against loss by fire or other similar casualty.

9. The **COMPANY** shall keep its apparatus and equipment in good-working condition at all times and conduct drills, at such intervals during the term of this contract, to provide an adequate supply of ready and willing qualified personnel.

10. The **COMPANY** shall have exclusive and independent control over its building, equipment and personnel as may be provided by the law.

11. The **COMPANY** shall purchase and maintain such property, crime, dishonesty bond and liability insurance as it deems prudent to protect its interests. Such insurance shall include Automobile Liability, General Liability naming the **TOWN**, its agents and employees as Additional Insured, Contractual Liability for this contract, Volunteer Fire Department Errors and Omissions Liability and Liquor Law Liability coverage. Liability limits of at least \$1,000,000.00 each occurrence, claim or incident are required. A certificate of all liability insurance, providing the **TOWN** with at least thirty (30) days written notice of cancellation or non-renewal, shall be furnished to the Town Attorney, Boston Town Hall, 8500 Boston State Road, Boston, New York 14025.

12. It is agreed by the **COMPANY** that annexed hereto and made a part of this contract, is a correct abridged inventory of the principal firematic equipment, a correct list of the active membership of the **COMPANY**, detailing officers, fire police, interior and exterior firefighters as of June 1<sup>st</sup> of each year.

13. It is further agreed by the **COMPANY** that it will provide the **TOWN** up to date State and Federal tax exempt numbers, copies of yearly patient physical reports as required by OSHA, copies of amendments or updates to bylaws by June 1<sup>st</sup> of each year. It is also agreed that the annual physicals shall be arranged by the **TOWN** at the Town Hall.

14. In consideration of the services provided by the **COMPANY**, the **TOWN** agrees to use its best efforts to obtain assistance in the preparation of grant applications on a discounted basis for the **COMPANY**. It is understood that the **TOWN** shall not be obligated to obtain such discounted services. Any unpaid charges arising from the performance of any services by the grant consultant shall be considered a charge against the **COMPANY** and may be deducted from any future Agreement hereinafter entered between the parties. The **TOWN** shall also make available its engineer when requested by the **COMPANY** upon Town Board approval.

15. In further consideration of the services provided by the **COMPANY**, the **TOWN** shall use its best efforts to obtain materials and equipment through the Highway Department of the **TOWN** for the benefit of the **COMPANY** in performing its emergency services as defined herein. It is understood that the **COMPANY** may be required to reimburse the Highway Department for its time, materials and equipment pursuant to Article VII § 1 of the Constitution of the State of New York. It is further understood that the personnel, materials and equipment shall be within sole discretion of the Town Superintendent of Highways, based upon the circumstances existing at the time of request of the **COMPANY**; which said request shall be in writing (except in matters deemed to be an emergency by the Highway Superintendent), and shall set forth the nature and extent of the requested services. Any unpaid charges arising from the performance of any services by the Highway Department shall be considered a charge against the **COMPANY** and may be deducted from any future payment made pursuant this agreement or any future agreement hereinafter entered between the parties.

16. The **TOWN** shall have no liability under this Contract to the **COMPANY** or anyone else beyond funds appropriated and available for this Contract.

17. This Agreement has been adopted after a Public Hearing and pursuant to the provisions of Section 184 of Town Law.

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

**DRAFT**

**TOWN BOARD, TOWN OF BOSTON, NEW YORK**

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**MARTIN A. BALLOWE, SUPERVISOR**

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**JAY P. BOARDWAY, COUNCILMAN**

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**JEFFREY A. GENZEL, COUNCILMAN**

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**LAWRENCE A. MURTHA, COUNCILMAN**

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**GARY E. VARA, COUNCILMAN**

**DRAFT**

(SEAL)

**ATTEST:**

\_\_\_\_\_  
**JENNIFER A. MULE, TOWN CLERK**

**BOSTON FIRE COMPANY**

**BY: \_\_\_\_\_ PRESIDENT**

(SEAL)

**ATTEST:**

\_\_\_\_\_  
**JENNIFER A. MULE, TOWN CLERK**

**DRAFT**

TOWN OF BOSTON

FIRE PROTECTION DISTRICT

CONTRACTS FOR FIRE PROTECTION WITH THE

**PATCHIN FIRE COMPANY**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the Town Board of the **TOWN OF BOSTON, ERIE COUNTY, NEW YORK** (hereinafter designated as the “**TOWN**”) and the **PATCHIN FIRE COMPANY** (hereinafter designated as “**COMPANY**”).

**WITNESSETH:**

**WHEREAS**, the **TOWN** is a municipal corporation of the inhabitants within its boundaries and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs, as have been or may be conferred upon it by law, and duly recognized a town within the meaning of the New York State Town Law; and

**WHEREAS**, pursuant to Town Law of the State of New York, the Town Board of the **TOWN** established a fire protection district known as the “Boston Fire Protection District” (hereinafter designated as the “**DISTRICT**”) for the furnishing of fire protection and other emergency services in connection with which the services of firefighters would be required; and

**WHEREAS**, the **TOWN** desires to contract with the **COMPANY** for the furnishing of fire protection and other emergency services to the **DISTRICT**, in connection with the services of firefighters would be required, and further, to establish the consideration therefore; and

**WHEREAS**, the **COMPANY** is a duly recognized and incorporated fire department, existing under the Not-For-Profit Corporation Law of the State of New York; and

**WHEREAS**, a public hearing has been held by the Town Board upon due notice and there being compliance with Section 184 of the Town Law of the State of New York; and

**WHEREAS**, the **TOWN** and **COMPANY**, at regularly called meetings thereof, duly resolved that it should receive, and furnish, respectively, fire protection to the **DISTRICT** for the year 2014 and 2015; and

**WHEREAS**, a previous Contract between the parties will expire on December 31, 2013.

**THEREFORE**, the **TOWN** does engage the **COMPANY** to furnish fire protection to the **DISTRICT**, and the **COMPANY** agrees to furnish such protection in the manner following, to with:

1. The **COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire or other similar type emergency, including but no limited to, vehicular accidents, water emergencies, calamities, missing or distressed persons, occurring within the **DISTRICT**; and when notified by alarm or telephone call from any person within the **DISTRICT** of a fire within the said **DISTRICT**, the **COMPANY** shall respond and attend upon the fire without delay with one (1) or more other companies, and with suitable ladder, pumping and hose apparatus on the part of the second part. Upon arriving at the scene of the fire, the firefighters of the **COMPANY** attending shall proceed diligently and in every way reasonably calculated to the extinguishment of the fire and saving of a life and property in connection therewith.

2. The term of this Agreement shall be for a period of two (2) years commencing on January 1, 2014 and terminating on December 31, 2015, payable in two (2) equal installments. The first payment of fifty percent (50%) is due on or before March 31 of each year and the second payment of fifty percent (50%) on or before June 30 of each year. The **TOWN** shall pay the **COMPANY** the sum of \$160,100.03 per year. Said sum shall be considered a definite sum, as required by Section 184(5) of the Town Law and delineated as follows:

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| March 31, 2014 | \$80,050.01 |
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3. The **TOWN** shall pay all premiums applicable under the Workers Compensation Law or the Volunteer Firefighters Benefits Law (and any increase therein) and any and all claims authorized by law for medical expenses, loss of wages, compensation, benefits or other claims arising by reason of injury or death to a firefighter, member(s) of the Fire Department Emergency Relief Squad, Fire Police Squad and/or Fire Patrol, sustained while answering, attending upon, or engaged in any other firematic duty; and should the **COMPANY** be compelled or required to pay any such claims, the party of the **TOWN** shall reimburse the **COMPANY** the amount paid within thirty (30) days after making such payment. The **TOWN** shall pay the cost for obtaining medical clearance for qualified firefighters. In addition, the **TOWN** shall pay the cost for obtaining the Hepatitis B shot series if not covered by the firefighter's personal insurance. Additionally, the **TOWN** agrees to reimburse firefighters for any co-pay utilized if the firefighter's personal insurance is used for injury related to fire service under this contract.

4. As soon as reasonably practical, the **TOWN** shall arrange for bi-weekly trash removal from the principal facility of the **COMPANY**, not to exceed one dumpster per week. Any said pickups will also be accommodated on an as need basis.

5. All monies to be paid under any provisions of this Agreement shall be considered a charge on the **DISTRICT** to be assessed and levied upon taxable property in the **DISTRICT** and collected with **TOWN** taxes.

6. The **COMPANY** shall render to the **TOWN** an accounting of its expenditure of all monies spent in each fiscal year for all services covered by this Agreement in the form of a general ledger of all expenditures by June 1 after the end of the fiscal year in which said monies were paid, including a copy of the filed Internal Revenue Service Form 990 within thirty (30) days of filing, plus allowing for any extensions granted by the Internal Revenue Service.

7. The **COMPANY** shall have the primary responsibility to respond to fire and other emergencies within the geographic area of the Town of Boston as delineated on a map filed in the office of the Town Clerk of the Town of Boston. Nothing in this provision shall, in any way, limit the responsibility of the **COMPANY** to provide service to the entire Town of Boston Fire Protection under mutual aid agreement.

8. The **COMPANY** shall be responsible for extending its best efforts regarding the services rendered hereunder and in no event shall the **COMPANY** be considered an insurer against loss by fire or other similar casualty.

9. The **COMPANY** shall keep its apparatus and equipment in good-working condition at all times and conduct drills, at such intervals during the term of this contract, to provide an adequate supply of ready and willing qualified personnel.

10. The **COMPANY** shall have exclusive and independent control over its building, equipment and personnel as may be provided by the law.

11. The **COMPANY** shall purchase and maintain such property, crime, dishonesty bond and liability insurance as it deems prudent to protect its interests. Such insurance shall include Automobile Liability, General Liability naming the **TOWN**, its agents and employees as Additional Insured, Contractual Liability for this contract, Volunteer Fire Department Errors and Omissions Liability and Liquor Law Liability coverage. Liability limits of at least \$1,000,000.00 each occurrence, claim or incident are required. A certificate of all liability insurance, providing the **TOWN** with at least thirty (30) days written notice of cancellation or non-renewal, shall be furnished to the Town Attorney, Boston Town Hall, 8500 Boston State Road, Boston, New York 14025.

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**JAY P. BOARDWAY, COUNCILMAN**

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**JEFFREY A. GENZEL, COUNCILMAN**

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**LAWRENCE A. MURTHA, COUNCILMAN**

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**GARY E. VARA, COUNCILMAN**

**DRAFT**

(SEAL)

ATTEST:

\_\_\_\_\_  
JENNIFER A. MULE, TOWN CLERK

PATCHIN FIRE COMPANY

BY: \_\_\_\_\_ PRESIDENT

(SEAL)

ATTEST:

\_\_\_\_\_  
JENNIFER A. MULE, TOWN CLERK

TOWN OF BOSTON

FIRE PROTECTION DISTRICT

CONTRACTS FOR FIRE PROTECTION WITH THE

**NORTH BOSTON FIRE COMPANY**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the Town Board of the **TOWN OF BOSTON, ERIE COUNTY, NEW YORK** (hereinafter designated as the “**TOWN**”) and the **NORTH BOSTON FIRE COMPANY** (hereinafter designated as “**COMPANY**”).

**WITNESSETH:**

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**WHEREAS**, pursuant to Town Law of the State of New York, the Town Board of the **TOWN** established a fire protection district known as the “Boston Fire Protection District” (hereinafter designated as the “**DISTRICT**”) for the furnishing of fire protection and other emergency services in connection with which the services of firefighters would be required; and

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**TOWN BOARD, TOWN OF BOSTON, NEW YORK**

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**MARTIN A. BALLOWE, SUPERVISOR**

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**JAY P. BOARDWAY, COUNCILMAN**

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**JEFFREY A. GENZEL, COUNCILMAN**

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**LAWRENCE A. MURTHA, COUNCILMAN**

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**GARY E. VARA, COUNCILMAN**

**DRAFT**

(SEAL)

ATTEST:

\_\_\_\_\_  
JENNIFER A. MULE, TOWN CLERK

NORTH BOSTON FIRE COMPANY

BY: \_\_\_\_\_ PRESIDENT

(SEAL)

ATTEST:

\_\_\_\_\_  
JENNIFER A. MULE, TOWN CLERK