

**TOWN BOARD OF THE TOWN OF WINDSOR
AUTHORIZING AN AMBULANCE SERVICE CONTRACT WITH
THE WINDSOR FIRE COMPANY, INC.
RESOLUTION #39-2012**

At a regular meeting of the Town Board of the Town of Windsor, County of Broome, New York, held at the Town Hall, 124 Main Street in the Village of Windsor on the 7th day of November, 2012, there were:

Present: Randy J. Williams, Supervisor
LeWayne H. Colwell, Councilman
Timothy J. Bates, Councilman
George B. West, Councilman
Jeff Olin, Councilman

Councilman _____ offered the following resolution and moved its adoption:

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 4 embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 12th day of May, 1953, and

WHEREAS, the Town of Windsor has a contract with the Windsor Fire Company, Inc. for the furnishing of emergency ambulance service to and for Windsor Fire Protection district No. 4 which contract expires December 31, 2012, and

WHEREAS, said Windsor Fire Company, Inc. now offers and proposes to enter into a new contract with the Town of Windsor for the emergency ambulance service for said Fire Protection District No. 4, and

WHEREAS, due notice was given that a public hearing was held on the 7th day of November, 2012, in the Town Hall at 124 Main Street in the Village of Windsor, to consider a contract for the furnishing of emergency ambulance service to the said Fire Protection District, and notice duly specifying the time and place of the hearing as aforesaid and giving in general terms the proposed contract having been duly published and the said hearing having been held at the time and place specified and all persons interested in appearing having been heard, it is hereby,

RESOLVED, that this Board contract with the Windsor Fire Company, Inc. for the furnishing of emergency ambulance service to and for Windsor Fire Protection District No. 4, and it is further

RESOLVED, that the Supervisor be and hereby is authorized and directed on behalf of the Town of Windsor to execute and enter into such a contract with the Windsor Fire Company, Inc. for the furnishing of emergency ambulance service to and for Windsor Fire Protection District No. 4, which said contract shall be in the form and contain the terms and provisions set forth in Schedule A annexed hereto and made a part of this resolution.

Seconded by Councilman _____ and duly put to a vote which resulted as follows:

Vote of the Board:

Supervisor Randy J. Williams -
Councilman LeWayne H. Colwell -
Councilman Timothy J. Bates -
Councilman Jeffrey Olin -
Councilman George B. West. –

Motion Approved.

Resolution Adopted: _____

CERTIFICATION

I, Barbara Rajner Miller, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the **7th day of November, 2012**. Said resolution was adopted by the following roll call vote:

Randy Williams, Supervisor,
LeWayne H. Colwell, Town Councilman,
Jeffrey Olin, Town Councilman,
Timothy J. Bates, Town Councilman,
Burt West, Town Councilman,

Dated: _____ 2012

Town of Windsor Seal

Barbara Rajner Miller
Town Clerk of the Town of Windsor

AGREEMENT

Agreement made this 7th day of November, 2012, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and the State of New York, hereinafter called the Town, and the Windsor Fire Company, Inc., a non-profit domestic corporation located in the Town of Windsor, County of Broome and the State of New York, hereinafter called the Fire Company,

WITNESSETH THAT:

WHEREAS, there has been duly established in the said Town of Windsor a fire protection district known as Windsor Fire Protection District No. 4 embracing territory in said Town as is more fully described in the resolution establishing such district, and duly adopted by the Town Board of the said Town of Windsor on the 12th day of May, 1953, and

WHEREAS, the Fire Company has established and maintains a recognized emergency rescue and first aid squad as part of its Fire Company, under Section 209-b of the General Municipal Law, and

WHEREAS, after due notice a public hearing was duly called by the Board of the said Town and following which public hearing the Board of the Town duly adopted a resolution authorizing this contract with the Fire Company for emergency ambulance service to and for Windsor Fire Protection Districts No. 4 upon the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection to and for Windsor Fire Protection Districts No. 3 and 5, excepting and excluding therefrom, however, to small areas in District No. 3 thereof, described and set forth in Schedule A annexed hereto, to wit:

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection and emergency ambulance service to and for Windsor Fire Protection Districts No. 4 and the Fire Company hereby agrees to furnish such in the manner following, to wit:

1. The Fire Company shall at all times during the existence of this contract be subject to call for the attendance for the transportation of any sick, injured or disabled person or persons found within the said Fire Protection District No. 4. The emergency rescue and first aid squad shall respond to such a call without delay to the extent that, and whenever suitable apparatus and trained personnel are available. That in addition to such emergency ambulance service with the said Fire Protection District, whenever necessary, to respond to emergency calls outside of the said Fire Protection District for the transportation of sick, injured, and disabled persons.
2. Upon arriving at the scene of the emergency, the emergency and first aid squad of the Fire Co. will proceed diligently and in every way reasonably possible to the attendance of the emergency and the saving of life and the transportation of the sick, disabled, and injured persons in connection therewith. Notwithstanding the foregoing, it is hereby mutually understood and agreed between the parties hereto that the Fire Company, its officers or members shall not be liable for their failure to answer any such alarm of notice of emergency as aforesaid if such failure is due to impassability of the highways, absence of equipment from the community, breakdown of equipment and/or any other causes not within control of the said Fire Company.

3. In consideration for the furnishing of aid and the use of its apparatus and equipment, the Fire Company shall receive the sum of :

The year 2013 \$2,122

and the Town covenants and agrees to pay the same on or about the 1st day of March in each and every year of the contract as aforesaid.

4. All Monies paid to the Fire Company under the terms and provisions of the contract shall be a charge upon the said Fire Protection Districts to be assessed and levied upon the taxable property within said district and collected with the Town Taxes.
5. It is mutually understood and agreed between the parties hereto that the Town by this contract shall assume no control of and or responsibility for the members of the Fire Company or any others employed by them carrying out this contract or any terms or provisions thereof and that the Fire Company enters into this agreement and assumes the responsibilities thereunder as an independent contractor retaining at all times full and complete control over its own members, over its own equipment and over any other persons employed by the said company on its behalf in carrying out the terms and obligations of this contract. It is further mutually covenanted and agreed between the parties thereto that the Town assumes no responsibility or liability for any damages to the vehicles, apparatus or other equipment of the Fire Company or for any personal injuries or other injuries which may be suffered by the members of the Fire Company or by any other persons under their direction or employ or for any damages to the property of such members or such other persons in the course of carrying out the terms and conditions in this contract.
6. During the existence of this contract, all members of the Fire Company and its emergency and rescue squad shall be protected under the Volunteer Firemen's Benefit Law of the State of New York and the said members of the Fire Company will engage in the performance of their duties and in answering calls or attending upon or returning from any call provided for under the terms and provisions of this contract and in the providing of emergency ambulance service pursuant to Section 109-b of the General Municipal Law, will have the same rights, privileges and immunities as volunteer firemen as provided for in the Volunteer Firemen's Law of the State of New York in connection there with, the Town agrees to provide Workers' Compensation Insurance and Volunteer Firemen's Protection in accordance with the New York State Volunteer Firemen's Benefit Law, affording coverage to members of the Windsor Fire Company in the performance of their duties. The Fire Company agrees that it will promptly notify the Town of all additions and deletions to its roll of active members for purposes of coverage. By agreeing to provide this coverage, the Town does not assume any other liability except as specifically provided for in this Agreement.
7. During the existence of this contract, the Fire Company agrees to secure and maintain suitable insurance, at its own expense, protecting the said Town from liability for any personal injury or property damage. Further, the Fire Company agrees to provide at its own expense and maintain insurance protecting the Town and the Fire Protection District against all liability and damage to members of the general public or property that might be occasioned by the vehicles, apparatus or equipment of the Fire Company and its rescue and first aid squad while on their way to and from calls within the district.
8. The Fire Company covenants and agrees to extend to the Town complete and full cooperation

in securing insurance to protect and indemnify the Town against claims by members of the Fire Company or their families or any other person against the Town arising out of injuries or damages occasioned in connection with emergency ambulance service in the Windsor Fire Protection District No. 4.

9. This agreement shall continue **for a period of one year** commencing on **January 1, 2013** and terminating on **December 31, 2013.**

IN WITNESS HEREOF, the parties hereto have duly executed and delivered this agreement and have caused their corporate seals to be hereunto affixed by their duly authorized officials the day and year first above written.

TOWN OF WINDSOR

BY: _____
Supervisor

WINDSOR FIRE COMPANY, INC.

BY: _____
President

