

**TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
RESOLUTION TO ALTER WEST WINDSOR FIRE COMPANY'S CONTRACT
FROM FIRE AND AMBULANCE SERVICE TO FIRE AND EMS SERVICE
RESOLUTION #16-2008**

PRESENT: Supervisor Randy J. Williams
Councilman William H. Ellsworth
Councilman George B. West
Councilman Charles F. Pierson
Councilman LeWayne H. Colwell

Offered By: Councilman Charles F. Pierson
Sec. By: Councilman William H. Ellsworth

WHEREAS, there has been duly established in the said Town of Windsor, a fire protection district No. 2 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 on the 8th. day of June, 1948, and;

WHEREAS, the West Windsor Fire Company, Inc. 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, the Town of Windsor currently has a contract with the West Windsor Fire Company, Inc., for the furnishing of fire protection and general ambulance service to Windsor Fire Protection District No. 2, and;

WHEREAS, the said West Windsor Fire Company, Inc., now offers and proposes to enter into a new contract with the Town of Windsor, based upon the mutual benefits of both parties involved, for the protection of said Fire Protection District No. 2, and;

WHEREAS, due notice was given that a public hearing was held in the Town Hall, at 124 Main Street, on the 7th day of May, 2008, at 8:00pm, to consider altering the West Windsor Fire Company's Contract from Fire and Ambulance Service to Fire and EMS Service, and notice duly specifying the time and place of the hearing as aforesaid, having been duly published and the said hearing having been held at the time and place specified and all persons interested in appearing have been heard, it is hereby,

RESOLVED, that this Town Board contract with the West Windsor Fire Company, Inc., for the furnishing of fire protection and general EMS service to the Windsor Fire Protection District No. 2, and it is further,

RESOLVED, that the Supervisor be and he hereby is, authorized and directed on behalf of the Town of Windsor to execute such a contract with the West Windsor Fire Co., Inc., for altering the contract from Fire and Ambulance Service to Fire and EMS Service to Windsor Fire Protection District No. 2, which said contract shall be in the form and contain the terms and provisions set forth in the agreement annexed hereto and made a part of this Resolution.

Vote of the Board:

AYE Supervisor Randy J. Williams
AYE Councilman William H. Ellsworth
AYE Councilman George B. West
AYE Councilman Charles F. Pierson
AYE Councilman LeWayne H. Colwell

Resolution Adopted: May 7, 2008

CERTIFICATE OF RECORDING OFFICER

The attached Resolution is a true and correct copy of Resolution No. 16 of 2008 altering the West Windsor Fire Company's Contract from Fire and Ambulance to Fire and EMS Service, as regularly adopted at a legally convened meeting of the Town Board of the Town of Windsor on the 7th day of May, 2008; and further that such Resolution has been fully recorded in the Book of Town Board Minutes in my office. The foregoing Resolution was posted in the Town Hall in Windsor on the 13th day of May, 2008. In witness whereof, I have hereunto set my hand this 13th day of May, 2008.

Barbara Rajner Miller, Town Clerk, Town of Windsor

AGREEMENT

AGREEMENT, made this 7th day of May, 2008, between the Town of Windsor, Broome County, New York, a municipal corporation located in the County of Broome and State of New York, hereinafter called the Town, and the West Windsor Fire Company, Inc., a domestic corporation with its principal office located in the Hamlet of West Windsor, Broome County, 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. 2, embracing territory in the 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 8th day of June, 1948, 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, on May 7, 2008, a resolution authorizing the modification of this contract with the Fire Company for the fire protection and general EMS service to and for Windsor Fire Protection District No. 2, upon the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection and general EMS service to and for Windsor Fire Protection District No. 2 and the Fire Company hereby agrees to furnish such protection and such EMS service in the manner following, to wit:

1. The Fire Company shall at all times during the existence of the contract be subject to call for attendance upon any fire occurring in said district(s) when notified of a fire within the said district(s), the Fire Company will respond and attend upon such fire without delay and with suitable apparatus and appliances properly manned. Upon arriving at the scene of the fire the Fire Company and the firemen thereof shall proceed diligently in every way reasonably possible to extinguish the fire and saving of life and property 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 fire 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 the control of the said Fire Company.

2. That the emergency rescue and first aid squad shall, during the existence of this contract, be subject to call to the attendance of any sick, injured or disabled person found within the said Fire Protection District No. 2. Said emergency rescue and first aid squad shall respond to such a call without delay to the extent that and whenever suitable apparatus and properly trained personnel are available. That in addition to such general EMS service within the Fire Protection District No. 2, the emergency rescue and first aid squad of the Fire Company is authorized to answer and respond to emergency calls outside of the Fire Protection District No. 2 for treatment of sick, injured, or disabled persons.

3. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the following consideration:

The year 2008 \$ 94,360
2009 \$100,020
2010 \$106,020

and the Town covenants and agrees to pay the same on or about the 15th day of February in each and every year of and during the term of this contract.

4. All monies to be paid to the Fire Company under the terms and provisions of this contract to be a charge upon the said fire protection district 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 persons employed by the said Fire 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 fire 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 persons in the course of carrying out the terms and conditions in this contract, except that, during the existence of the contract, all members of the Fire Company shall be protected under the Volunteer Fireman'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 including the providing of the general EMS service pursuant to Section 209-b of the General Municipal Law will have the same rights, privileges, and immunities as volunteer firemen and as provided for in the Volunteer Fireman's Benefit Law of the State of New York. In connection therewith the Fire Company covenants and agrees upon its part that it will file with the Town Clerk of the Town a list containing the names of all its members and that it will keep such list current at all times by informing and advising of any changes in said membership.

6. The Fire Company shall during the existence of this contract secure and maintain suitable insurance protecting the Town from liability for any personal injury or property damage occasioned by the Fire Company's motor vehicles of the emergency and first aid squad while on their way to and from fires and EMS calls within the said District.

7. This agreement shall commence on May 7, 2008 and terminate on December 31, 2010.

IN WITNESS WHEREOF, the said parties have duly executed and delivered this agreement and have caused their corporate seals to be hereunto affixed by their duly authorized officers the day and year

first above written.

TOWN OF WINDSOR

BY: _____
Supervisor

WEST WINDSOR FIRE COMPANY, INC.

BY: _____
President

SCHEDULE “A”

Fire Protection District #2 was established within the limits of the Town of Windsor on June 8th, 1948, and is more fully described as follows:

Bounded on the north by the Township of Colesville, on the West by the Township of Kirkwood, on the South by the south property lines of real property now or formerly owned by John H. Gorman, Heirs of Jerry L. Doyle, Elta M. Benjamin and Florence Lydia Braman and on the East by the east property lines of real property now owned or formerly by Harry Bowman, Michael and Winifred Hennigan, Walter P. and Doris Bush, Ira Lewis and Minnie Stone, Ellis Gould, Charles A. and Grace B. Root, Thomas A. and Mary E. Beavan, John Mathis, Eleanor O. Dodd, Ellsworth R. and Grace E. Miller, Alice Leonard, Oscar Dodd, Austin and Aletha Barrett, Clara Yonkin, Theodore and Myrtle May Banta and Edward A. and Mildred J. Yeomans.

STATE OF NEW YORK :
: S.S.
COUNTY OF BROOME :

On this 7th day of May, 2008, before me personally came Randy J. Williams,
to me personally known, who, being duly sworn, did depose and say that he/she resides in the
Town of Windsor, New York; that he/she is the Supervisor of the Town of Windsor, the
corporation described in and which executed the above instrument; that he/she knows the seal
of said corporation; that the seal affixed to such Instrument is such corporate seal; that it was so
affixed by order of the Town Board of the Town of Windsor and that he signed his name
thereto by like order.

Notary Public

STATE OF NEW YORK :
: S.S.
COUNTY OF BROOME :

On this 7th day of May, 2008 before me personally came Robert Hopkins,
to me personally known, who, being duly sworn, did depose and say that he/she resides in the
Town of Windsor , New York; that he/she is President of the West Windsor Fire Co., Inc., the
corporation described in and which executed the above instrument; that he/she knows the seal of
said corporation; that the seal affixed to such Instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation.

Notary Public