

Town of Windsor, County of Broome, State of New York
RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WINDSOR
AUTHORIZING A FIRE PROTECTION CONTRACT WITH
GREAT BEND HOSE CO. No. 1, INC.
Resolution #24-2016

At a Public Hearing 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 2nd day of November, 2016, at 7:00 PM, there were:

PRESENT: Carolyn W. Price, Supervisor
William J. McIntyre, Deputy Supervisor
Timothy J. Bates, Councilman
Lesa Hawk-Shuler, Councilwoman
Gary M. Hupman, Councilman

OFFERED BY: _____
SECONDED BY: _____

WHEREAS, there has been duly established in the said Town of Windsor, a 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 on the 12th. Day of May, 1953, and;

WHEREAS, the Town of Windsor has a contract with the Great Bend Hose Co. No. 1, Inc. for the furnishing of fire protection to Windsor Fire Protection District No. 4, which contract expires on December 31, 2016, and;

WHEREAS, the said Great Bend Hose Co. No. 1, Inc., now offers and proposes to enter into a new contract with the Town of Windsor for the protection of said Fire Protection District No. 4, and;

WHEREAS, due notice was given that a public hearing was held in the Town Hall, at 124 Main Street, on the 2nd day of November, 2016 at 7:00 PM, to consider a contract for the furnishing of fire protection 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 have been heard, it is hereby,

RESOLVED, that this Town Board contract with the Great Bend Hose Co. No. 1, Inc., for the furnishing of fire protection to the Windsor Fire Protection District No. 4, 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 and enter into such a contract with the Great Bend Hose Co. No., Inc., for the furnishing of fire protection to Windsor Fire Protection District No. 4, 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:
Carolyn W. Price, Supervisor –
William J. McIntyre, Deputy Supervisor –
Timothy J. Bates, Councilman -
Lesa Hawk-Shuler, Councilwoman -
Gary M. Hupman, Councilman -

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 **2nd day of November, 2016**. Said resolution was adopted by the following roll call vote:

Carolyn W. Price, Supervisor,
William J. McIntyre, Deputy Supervisor,
Timothy J. Bates, Town Councilman,
Lesa Hawk-Shuler, Town Councilwoman,
Gary M. Hupman, Town Councilman,

Dated: _____

[Town of Windsor Seal]

Barbara Rajner Miller
Town Clerk of the Town of Windsor

AGREEMENT

AGREEMENT, made this 4th day of November, 2015 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 **Great Bend Hose Co. No. 1, Inc.**, a non-profit corporation organized and existing under the laws of the State of Pennsylvania, with its principal office located in the Borough of Great Bend, Susquehanna County, Pennsylvania, 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 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 12th day of May, 1953, 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 the fire protection to and for Windsor Fire Protection District No. 4, upon the terms and provisions herein set forth.

NOW, THEREFORE, the Town does hereby engage the Fire Company to furnish fire protection for Windsor Fire Protection District No. 4 and the Fire Company hereby agrees to furnish such protection 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 when notified of a fire within the said district, 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 the 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. In consideration for the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive the sum of **Five thousand six hundred dollars, (\$5,600.00), for a period of one year commencing on January 1, 2017, and terminating on December 31, 2017.** The Town covenants and agrees to pay the same on or about the 1st day of March during the term of this contract.

3. 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.

4. 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,

5. The Fire Company covenants and agrees that if during the existence of this contract the laws of the State of Pennsylvania shall be so changed, amended or altered that volunteer firemen, fire departments and/or fire companies of New York State rendering service in the State of Pennsylvania are granted benefits which are substantially equivalent and similar to those granted by the Volunteer Firemen's Benefit Law of New York to volunteer firemen, fire departments and companies of other states, the Fire Company will promptly notify the Town by written notice directed to the Supervisor of said Town by registered mail and further, in the event of any such change, 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 fires in the Windsor Fire Protection District No. 4. In the event that such insurance shall become necessary, the cost thereof, whether obtained by the Town or the Fire Company, shall be borne by said Fire Protection District No. 4.

6. This agreement shall be a one year contract, commencing on **January 1, 2017**. No changes will be made in this contract unless mutually agreed upon by both the Town and the Fire Company.

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

Great Bend Hose Co. No. 1, Inc.

BY: _____.
President

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

On this ____ day of _____, 2016, before me personally came **Carolyn W. Price**, to me personally known, who, being duly sworn, did depose and say that **she** resides in the Town of Windsor, New York; that **she** is the **Supervisor of the Town of Windsor**, the corporation described in and which executed the above instrument; that **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 **she** signed **her** name thereto by like order.

Notary Public

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

On this ____ day of _____, 2016, before me personally came _____, to me personally known, who, being duly sworn, did depose and say that he resides in the Borough of Great Bend, Pennsylvania; that he is President of the **Great Bend Hose Co. No. 1, Inc.**, the corporation described in and which executed the above instrument; that he 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