

TOWN OF POTSDAM AND POTSDAM FIRE DEPARTMENT
2010 CONTRACT FOR FIRE PROTECTION

MADE this **first day of January 2010**,

BETWEEN Town of Potsdam, a municipal corporation organized under the laws of the State of New York with its principal office and place of business located at 35 Market Street, Potsdam, and St. Lawrence County, NY (hereinafter referred to as "Town"),

AND Potsdam Volunteer Fire Department, a corporation with its principal office and place of business in the Village of Potsdam, Town of Potsdam, County of St. Lawrence and State of New York, (hereinafter referred to as "Company") and the Village of Potsdam, NY, a municipal corporation with its principal office and place of business in the Civic Center, said Town, County, and State, (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the Town has established a fire protection district embracing the entire Town of Potsdam except the incorporated Villages of Potsdam and Norwood as such territory was more fully described in the establishment of said fire protection district; and

WHEREAS, the Town wishes to contract with the Company for the furnishing of fire protection to said fire protection district for a period of time from **January 1, 2010 through December 31, 2010**; and

WHEREAS, a public hearing was held at the Town Hall, after due publication of notice of such hearing and such hearing having been called for the purpose of aiding in the determination of whether or not a contract should be made between the said Town and The Company for fire protection; and

WHEREAS, at the public hearing there were no objectors to the making of such contract; and

WHEREAS, at such meeting of the Town Board of the Town of Potsdam held after due publication of notice of such hearing, the Town duly authorized this contract with the Company for fire protection to said fire protection district upon the terms and conditions herein set forth; and

WHEREAS, the contract has been duly authorized by the governing board of the Company; and

WHEREAS, the Village has purchased and retains title to an emergency truck and other miscellaneous fire fighting equipment in which the Town and the Company have no agreement, the Village will allow the Company to use the firefighting equipment owned by the Village in fighting fires in the Town of Potsdam Fire protection District pursuant to this contract; and

NOW, THEREFORE, the Town does engage the Company to furnish fire protection to the said fire protection district and the Company agrees to furnish such protection in the following manner, to wit;

1. The Village agrees to allow the Company to use suitable apparatus and appliances for the furnishing of fire protection in such fire protection district and when notified by alarm or telephone or any other manner, of a fire or other emergency within said fire protection district, the Company will respond and attend upon the fire or their emergency without delay with suitable apparatus and appliances and the firemen of the Company shall proceed diligently and in every way reasonable suggested to extinguish the fire and to save life and property in connection therewith.

2. In consideration of the furnishing of said fire protection as aforesaid, the Town shall pay to the Village for the use of said fire apparatus and equipment during the said period of this contract, the sum of **NINETY FIVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND 00/100, (\$95,790.00)** payable quarterly during **2010** on the last day of the month ending the quarter, in equal installments.
3. The Company and the Village agree to purchase from a reputable insurance company collision and public liability insurance in the amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** protecting the Town against any liability resulting in either damage to the said fire equipment owned by the Company or the Village, their members, employees or equipment, in the duties of the Company, while operating under this contract, and that said insurance policy or policies or copies thereof shall be deposited in the office of the Town Clerk of the Town of Potsdam, New York, with a receipt showing payment of the premium(s) on same. The Village shall carry compensation insurance covering the members of the Company for medical expenses, loss of wages compensation benefits or other claims arising by reason of the injury to or death of a fireman while engaged in performing the duties of a volunteer fireman, under this contract, pursuant to the Volunteer Fireman's Benefit Law.
4. The Company and the Village agree to maintain all vehicles, apparatus and equipment used in fire fighting in good working order. This shall include having every vehicle P.M.D. at least once each year, all gear apparatus and equipment including SCBA, inspected each year and any other maintenance required by the fire coordinator of St. Lawrence County or by New York State law rule or regulation. The Company shall maintain a record of all inspections of vehicles and other equipment.
5. The Company agrees to provide training for all of the members of the Company as follows:
 - g. All members must have fire essentials within two (2) years of being voted into the company.
 - h. All operators of engines must have received a pump operator course of equivalent training.
 - i. All officers are recommended to take State courses relating to officer's training if made available by the State of New York or St. Lawrence County.
 - j. All members shall be familiar with operating guidelines for each vehicle used by company.
 - k. Company will have quarterly training or drills for all members of the Company.
 - l. Company will encourage all members to take State training courses.
6. The Company agrees to maintain the following records:
 - e. Emergency calls – roll call.
 - f. Drills or training – date/time/roll call/what training consisted of.
 - g. Maintenance records – miles/hours/exact maintenance done on each vehicle.
 - h. Furnish to the Town ANNUALLY a complete ROSTER OF ALL MEMBERS INDICATING ACTIVE MEMBERS, and list of ALL LEADERSHIP POSITIONS of said members.
7. The Company will make an annual presentation to the Potsdam Town Board, at a time designated by said board to discuss the status of the company including but no limited to FUNDRAISING, EQUIPMENT NEEDS, TRAINING, FIRE PREVENTION PROGRAMS, ETC.
8. The Town reserves the right to have an audit of all books and records of the Company by an independent auditor at the Town's expense.

- 9. The Company shall follow the rules established for mutual aid calls as established for all departments in 1957, or as thereafter amended, and as administered by the St. Lawrence County Office of Emergency Services at all times within the town's fire protection district. Any violation of this provision of this agreement by the Company can be grounds for the Town to terminated this agreement upon thirty (30) days written notice without hearing or other proceeding.
- 10. This contract is written pursuant to Article 11, Section 184 of the Town Law.
- 11. This agreement shall continue through **December 31, 2010.**

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year fires above written.

TOWN OF POTSDAM

Marie C. Keegan
SUPERVISOR

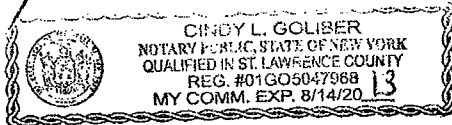
VILLAGE OF POTSDAM

Reinhold J. Tischler
MAYOR

NOTARY

ON THIS 25 DAY OF Mar, 2010
Marie C. Keegan
BEFORE ME PERSONALLY CAME TO ME, PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DOCUMENT.

Cindy L. Goliber
NOTARY



NOTARY

ON THIS 15 DAY OF March, 2010
Reinhold J. Tischler
BEFORE ME PERSONALLY CAME TO ME, PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DOCUMENT.

Lori S. Queor
NOTARY

LORI S. QUEOR
Notary Public, State of New York
No. 01QU5017093
Qualified in St. Lawrence County
Commission Expires 8/30/2013

POTSDAM FIRE DEPARTMENT

David W. McGregor
CHIEF

NOTARY

ON THIS 2nd DAY OF March, 2010
David W. McGregor
BEFORE ME PERSONALLY CAME TO ME, PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DOCUMENT.

Lori S. Queor
NOTARY

LORI S. QUEOR
Notary Public, State of New York
No. 01QU5017093
Qualified in St. Lawrence County
Commission Expires 8/30/2013

AFFIXED: Cindy Goliber

TOWN SEAL