

AGENDA
WORK BOARD MEETING
TUESDAY OCTOBER 10, 2023, 6:00 P.M.

OPEN MEETING: Pledge to the Flag

OLD BUSINESS:

Continuation of Open Public Hearing for Village Fire Agreement:

Village Fire Agreement, Discussion with Village Trustees:

NEW BUSINESS:

Spectrum Quotes for Phone System:

Resolution to Authorize Court Grant:

Town Hall Quote for Shades for rest of Building:

ABSTRACT OF CLAIMS FOR PRE-PAYS \$ 32,811.87:

Close Public Hearing for Fire Contract:

SUPERVISORS SUBJECTS:

ADJOURNMENT:

FIRE PROTECTION AGREEMENT

THIS AGREEMENT made by and between the **Town of Leicester**, a Municipal Corporation with an address and place of business located at 132 Main Street, Leicester, New York 14481, (hereinafter referred as the “Town”) and, the **Village of Leicester**, a Municipal Corporation with an address and place of business located at 52 South Parkway, Leicester, New York 14481 (hereinafter referred to as the “Village”).

WHEREAS, The Town desires to contract with the Village for the Village Fire Department to augment and assist in fire protection within the Town, outside the Village; and

WHEREAS, pursuant to New York State Town Law §184, the Town Board conducted a duly noticed Public Hearing on _____, 2023.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants and promises herein set forth, the parties hereby agree as follows:

1. The Town hereby agrees to engage the Village to provide fire protection for the Town (outside the Village) and the Village hereby agrees to provide fire protection to the Town (outside the Village). Said fire protection to be provided by the Village Fire Department.
2. The Village Fire Department shall at all times during the period of this agreement be subject to call from the Livingston County Emergency Services (the 911 Dispatcher(s)) to attend any fire scene within the Town (outside the Village) and, when so notified shall respond and attend the fire with all available and qualified personnel, vehicles and equipment. The Village Fire Department shall only provide fire response services for which they have appropriately trained and certified personnel to provide as well as proper equipment to provide.
3. During the term of this Agreement, the Village shall periodically provide an updated and current roster of each active member of the Village Fire Department, along with his/her current certifications.
4. Village Fire Department personnel shall not render or attempt to render or interfere with emergency medical services being provided by other agencies.
5. In consideration of the aforesaid services, the Town shall pay to the Village the sum of Forty Thousand Dollars (\$40,000) for the calendar year of 2024, payment to be paid on or before the first day of April each respective year. There will be a 2% per month late charge on any unpaid amounts as of April 1 of each year.
6. In the event of any loss or damage sustained by the Village’s firefighting equipment, while attending or returning from a call within the Town (outside the Village), the Village hereby agrees to indemnify and hold the Town harmless from any liability of every kind and nature resulting therefrom.

7. In the event of the injury to or death of any of the Village Fire Department member, or any other person which may occur while attending or returning from a duly authorized fire response call, the Village agrees to indemnify and hold the Town harmless from any and all liability of every kind and nature, whatsoever.
8. The Village shall additionally and specifically indemnify and hold the Town harmless from any claim for loss of wages, volunteer fireman worker's compensation claims, medical expenses, or other claims by reason of death or injury to a member of the Village Fire Department.
9. The Village hereby agrees that all of the funds received from the Town each year pursuant to this Agreement shall be used exclusively for the support of the Village Fire Department.
10. As additional consideration under this Agreement, the Town of Leicester Agrees to perform snow and ice removal on Village of Leicester Fire Department property.
11. This agreement is made in the State of New York and its interpretation and validity shall be governed by New York Law.

This Agreement shall begin on January 1, 2024 and expire on December 31, 2024 with no automatic renewal clause

IN WITNESS WHEREOF, the parties hereto have caused their respective seals and signatures to be affixed to the Agreement.

(SEAL)

TOWN OF LEICESTER

By: _____

David Fanaro, Town Supervisor

(SEAL)

VILLAGE OF LEICESTER

By: _____

Barry Briffa, Village Mayor

STATE OF NEW YORK)
COUNTY OF LIVINGSTON) ss.:

On the ___ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared David Fanaro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF LIVINGSTON) ss.:

On the ___ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Barry Briffa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public