

**AGREEMENT FOR FIRE PROTECTION FOR A  
FIRE PROTECTION DISTRICT LOCATED IN THE TOWN OF WARSAW**

**AGREEMENT**, made this 11 day of October 2023, by and between the Town Board of the Town of Warsaw, Wyoming County, New York, hereinafter referred to as "Town", and the Village of Warsaw, Wyoming County, New York, hereinafter referred to as "Village",

**WITNESSETH:**

**WHEREAS**, there has been duly established in Warsaw a fire protection district known as "Fire Protection District No. 1" embracing all of the territory in said Town as is more fully described in the resolution establishing such district, and

**WHEREAS**, following a public hearing duly called, the Town Board of the Town of Warsaw was authorized to enter into an Agreement with the Village of Warsaw for fire protection and emergency ambulance service to said district upon the terms and provisions herein set forth, and

**WHEREAS**, this Agreement has been authorized by the Board of Trustees of the Village of Warsaw, the Warsaw Fire Department and the Warsaw Rescue Squad.

**NOW, THEREFORE**, Town does engage Village to furnish fire protection and emergency ambulance service to such district and Village agrees to furnish such service in the following manner, to wit:

**1. FIRE PROTECTION AND RESCUE SQUAD SERVICES**

The Fire Department and Rescue Squad of Village Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire or emergency occurring

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in such district and when notified by alarm or telephone from any person within the district of an emergency requiring such service, such department and/or squad shall respond and attend upon such emergency without unnecessary delay with one or more companies and with suitable ladder, pumping, hose apparatus and ambulance. Upon arriving at the scene of the fire or emergency, the firemen or members of the Rescue Squad shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith, and to the transportation of any sick, injured or disabled person to a hospital if in connection with an emergency.

## **2. CONSIDERATION**

In consideration of furnishing services described in Paragraph 1 above, Town must pay to Village the following:

A. For the calendar year 2024, the sum of \$68,794.00 to be paid as follows:

# \$68,794.00 on March 31, 2024;

B. For the calendar year 2025, the sum of \$72,234.00 to be paid as follows:

# \$72,234.00 on March 31, 2025;

C. For the calendar year 2026, the sum of \$76,568.00 to be paid as follows:

# \$76,568.00 on March 31, 2026;

## **3. SPECIAL EXPENSES**

With the exception of expenditures related to gasoline, transportation charges or repairs and maintenance of equipment, if the Village sustains an unexpected loss to its equipment, the Village shall have the right to reopen this Agreement upon sixty (60) days written notice to the

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Town.

#### **4. CLAIMS**

Should any loss or damage whatsoever be sustained to the fire apparatus or other equipment, the cost of materials and any other special or incidental expenses incurred in the operation of the fire apparatus or equipment of the Village in answering or attending upon or returning from a call for assistance in the area, irrespective of the cause thereof, the amount thereof shall be a charge upon the Village and not against the Town.

This fact is taken into consideration by both parties in arriving at the consideration to be paid to the Village pursuant to this Agreement.

The provisions of this paragraph shall not be construed to prevent the Village from securing reimbursement for any loss or damage sustained to fire apparatus, equipment or materials used by said Village in participating in any County Mutual Aid Plan from any township or area that issues any call for aid, as provided by any law of the State of New York.

#### **5. ASSESSMENT FOR AGREEMENT PAYMENTS**

All monies to be paid under any provision of this Agreement shall be a charge upon the Fire Protection District to be assessed and levied upon the taxable property of said District and collected with the Town taxes.

#### **6. PRIVILEGES AND IMMUNITIES**

While performing their duties under this Agreement, members of the Warsaw Fire Department and Rescue Squad shall have the same rights, privileges; and immunities as if

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performing their duties within the Village of Warsaw.

## 7. INSURANCE

During the term of this Agreement:

A. Both parties hereto must maintain insurance with at least the following limits:

1. Commercial General Liability (including Incidental Medical Malpractice) with limits of:

|             |   |
|-------------|---|
| \$2,000,000 | General Aggregate Limit                       |
| \$1,000,000 | Products-Completed Operations Aggregate Limit |
| \$1,000,000 | Personal Injury & Advertising Limit           |
| \$1,000,000 | Each Occurrence                               |
| \$ 50,000   | Fire Damage Limit                             |
| \$ 5,000    | Medical Expense Limit                         |

2. Business Auto Liability coverage (including Non-owned and Hired Auto liability) @ \$1,000,000 Combined Single Limit per occurrence.

3. Mutual Aid Liability coverage pursuant to Section G209 of General Municipal Law with a limit of \$1,000,000 per occurrence.

B. The Village of Warsaw shall maintain insurance with at least the following limits:

4. Fire Department Errors and Omissions Liability coverage with limits of:

|              |                                    |
|--------------|------------------------------------|
| \$1,000,000  | Each Occurrence                    |
| \$2,000,000  | Aggregate                          |
| \$1,000,000. | Umbrella Policy (Excess Liability) |

5. This coverage is to include "any act, error or omission in services rendered in the discharge of lawful volunteer fire department duties".

C. Each Party must provide the other a certificate of such insurance coverage.

D. The Village of Warsaw must be listed as an additional insured on said insurance

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coverage by the Town of Warsaw.

- E. The Town of Warsaw must be listed as an additional insured on said insurance coverage by the Village of Warsaw.

**8. TERM**

This Agreement shall continue for a period of three (3) years unless either party notifies the other in writing on November 30<sup>th</sup> of such year of its election to terminate this Agreement on December 31<sup>st</sup> of any year included in this Agreement.

**9. PENALTY**

Each payment shall be due and owing as of March 31<sup>st</sup> of each year. If said payment is not received on or before March 31<sup>st</sup> of any year, a penalty equal to one percent (1%) of the amount due for that year will be assessed, per month, on the payment and be due and owing.

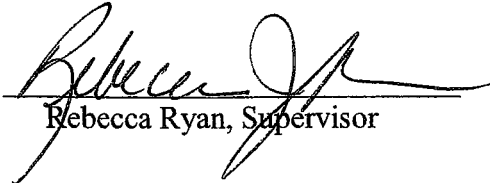
[SIGNATURE PAGE TO FOLLOW]

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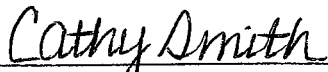
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement the day and year first above written.

[seal]

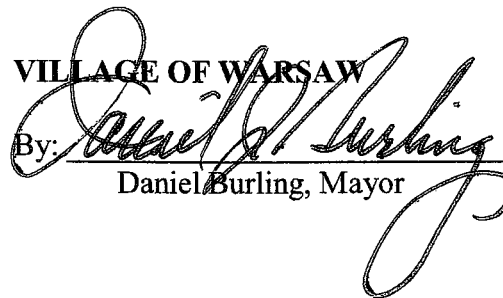
**TOWN OF WARSAW**

By:   
Rebecca Ryan, Supervisor


ATTEST:

  
Cathy Smith, Clerk  
Town of Warsaw

[seal]

**VILLAGE OF WARSAW**  
By:   
Daniel Burling, Mayor

ATTEST:

  
Lisa Allen, Clerk  
Village of Warsaw

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