

2022 HOGANSBURG/AKWESASNE FIRE DEPARTMENT CONTRACT

This agreement, made this 10th day of November, Two Thousand Twenty- One between the Town of Bombay, a municipal corporation duly organized and existing under the laws of the State of New York, and the Hogansburg/Akwesasne Volunteer Fire Department, a member corporation duly organized and existing under the laws of New York, party of the second part.

Whereas, there has been duly established in said Town of Bombay, New York a fire protection district known as "Town of Bombay Fire Protection District" having the same boundaries as those of the entire assessable property of the Town of Bombay.

Whereas, following a hearing duly called, the said Town of Bombay, the party of the first part, duly authorized a contract with the party of the second party for fire protection upon the terms and provisions herein set forth, and whereas this contract has also been duly authorized by the members of the Hogansburg/Akwesasne Volunteer Fire Department of Hogansburg, New York, the party of the second part.

Now therefore, the party of the first party does engage the party of the second party to furnish fire protection to said district, with the primary responsibility of the party of the second part to furnish such protection in that part of the fire protection district having the same boundaries that voting district two had prior to the revision of the voting district lines in 2004. That area includes 111 County Route 2 (In 2004 occupied by June Smith.) and all property west of that location in the Town of Bombay and north of, but not including 2402 State Route 95 (In 2004 occupied by John Lembke). The party of the second part agrees to furnish such protection to the best of their ability in matter following to wit:

1. The fire department of the said party of the second part shall at all times during the period of their agreement to be subject to call for attendance upon any fire occurring in such district, and when notified by alarm or telephone call from any

person within the district, of a fire within the district, such department shall respond and attend upon the fire without delay with apparatus of the party of the second part. Upon arriving at the scene of the fire, the firemen of the party of the second part attending shall proceed diligently and, in every way, reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.

2. In consideration of furnishing aid and the use of its apparatus as aforesaid, the party of the second part shall receive the sum of three thousand dollars (\$3,000.00) during the period of the agreement, and the party of the first part covenants and agrees in behalf of said Town of Bombay, to pay the sum of one thousand five hundred dollars (\$1,500.00) on or before the last day of February 2022 and the sum of one thousand five hundred dollars (\$1,500.00) on or before the 30th day of June 2022, to the said party of the second part.
3. Should any loss or damage whatever be sustained to the fire apparatus or other equipment of the party of the second party in answering, attending upon or returning from a call for assistance in said district, whether sustained in the district or outside thereof, and irrespective of the cause thereof, the amount thereof shall be a charge against the party of the second part; also the party of the second part shall pay the amount of any and all special expenses incurred in the operation of the fire apparatus or equipment of the latter in answering any such call, together with the cost of any and all materials used by the parties of the second part, its fire department, or and member thereof, and any member of the emergency relief squad, the fire police squad, or a fire patrol, in connection with any such call, together with the cost of the gasoline and transportation charges.
4. All monies to be paid under any provision of this agreement shall be a charge upon the said fire protection district and to be assessed and levied upon the taxable property in said district and collection with the Town Taxes.
5. Members of the fire department of the party of the second part, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for by this contract shall have the same privileges, rights, and immunities as the law provides and allows.
6. This agreement shall continue for a period of one year from January 1, 2022 to December 31, 2022 unless terminated upon thirty days' written notice, for a just cause. The notice herein provided for shall be served in the same manner as it is requiring for the service of a summons in an action in Supreme Court.
7. The Hogansburg/Akwesasne Volunteer Fire Department undertakes to indemnify and save and hold harmless the Town of Bombay from any liability or damages that the Town may suffer as a result of claims, demands, costs of judgments against the

Bombay Fire Corporation arising out of the use, maintenance or operation of the corporation concerning fire fighting and any other activities undertaken by the Hogansburg/Akwesasne Volunteer Fire Department . Said indemnification will also cover any costs to the Town of Bombay in defending said action.

8. The Hogansburg/Akwesasne Volunteer Fire Department hereby agrees to carry a minimum of \$1,000,000.00 in liability insurance and name the Town of Bombay as an additional insured on said policy. Said Hogansburg/Akwesasne Volunteer Fire Department will furnish a certificate of insurance indicating the Town of Bombay is named as an additional insured prior to said Hogansburg/Akwesasne Volunteer Fire Department receiving funds contemplated under this Agreement.

In witness, thereof, the parties hereto, have duly executed and delivered this agreement the day and year first above written.

TOWN OF BOMBAY, NEW YORK

HOGANSBURG/AKWESASNE
FIRE DEPARTMENT

By: _____
Supervisor

By: _____
President

Date: _____

Date: _____

By: _____
Councilman

by: _____
Chief

By: _____
Councilman

By: _____
Councilman

By: _____

Councilman