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**IN THE MATTER**

**of**

**Contracting with the Village of  
Fayetteville, New York, for Fire Protection  
and Emergency Ambulance Service for the  
FAYETTEVILLE FIRE PROTECTION  
DISTRICT of the TOWN OF MANLIUS**

**RESOLUTION AUTHORIZING  
FIRE PROTECTION AND  
EMERGENCY AMBULANCE  
SERVICE AGREEMENT AFTER  
PUBLIC HEARING**

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The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 10th day of October 2018, at 6:30 p.m.

The meeting was called to order by Edmond J. Theobald, Supervisor, and the following were present, namely:

Edmond J. Theobald	Supervisor
Sarah Bollinger	Councilor
Nicholas J. Marzola	Councilor
Vincent Giordano	Councilor
John R. Loeffler	Councilor
Karen Green	Councilor
Richard Rossetti	Councilor

The following resolution was moved, seconded and adopted:

**WHEREAS**, there has been duly established in the Town of Manlius a Fire Protection District known as “**FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS**”; and

**WHEREAS**, the Town Board of the Town of Manlius by Resolution duly adopted on September 12, 2018, called a Public Hearing on October 10<sup>th</sup>, 2018, at 6:35 p.m., at the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, New York, to consider the proposition of contracting with the Village of Fayetteville, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Fayetteville Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

**WHEREAS**, a notice of said Public Hearing was duly published as required by law; and

**WHEREAS**, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

**NOW, THEREFORE, be it**

**RESOLVED**, that the Town Board of the Town of Manlius contract with the Village of Fayetteville, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Fayetteville Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

## AGREEMENT

**THIS AGREEMENT**, made this 10<sup>th</sup> day of October 2018, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the “Town”), and the Village of Fayetteville, of the Town of Manlius, Onondaga County, New York (hereinafter designated as the “Village”):

### WITNESSETH:

**WHEREAS**, the Village maintains a Volunteer Fire Department (hereinafter designated as the “Fire Department”) and an emergency ambulance service, each comprised of volunteer and paid personnel under the supervision of the Village Board of the Village (hereinafter designated as the “Village Board”); and

**WHEREAS**, there has heretofore been duly established in the Town a Fire Protection District known as “FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS” (hereinafter designated as the “District”), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the “Town Board”) adopted October 6, 1971; and

**WHEREAS**, following a Public Hearing duly called and held on October 10, 2018, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

**WHEREAS**, this Agreement has been duly authorized by the Village Board; and

**WHEREAS**, the Fire Department, the Fayetteville Volunteer Fire Company (hereinafter designated as the “Company”), and the Emergency Rescue and First Aid Squad of said Fire

Department and said Company has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement;

**NOW, THEREFORE,** in consideration of the payment herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Emergency Rescue and First Aid Squad of the Fire Department and the Company shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 209-b(1)(a) of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February, 15, 2019, the Town shall pay to the Village a total sum of \$1,602,028 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenses budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report by the Village for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage

to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department or the Emergency Rescue and First Aid Squad of the Fire Department and the Company.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of \$1,000,000/\$2,000,000 and \$3,000,000/\$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of \$5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that \$5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Emergency Rescue and First Aid Squad of the Fire Department and the Company, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2019, commencing January 1, 2019 and remaining in effect through December 31, 2019.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement this 10<sup>th</sup> day of October, 2018.

**TOWN OF MANLIUS**

By: \_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Town Clerk

**VILLAGE OF FAYETTEVILLE**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**FAYETTEVILLE VOLUNTEER FIRE COMPANY and the EMERGENCY RESCUE and FIRST AID SQUAD**

By: \_\_\_\_\_  
Fire Chief

; and be it further

**RESOLVED**, that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.



**I, ALLISON WEBER**, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 10th day of October, 2018; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

**I, FURTHER CERTIFY** that all members of said Board had due notice of said meeting.  
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 10th day of October, 2018.

**DATED:       October 10, 2018**  
**Fayetteville, New York**

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**ALLISON WEBER**  
**Town Clerk of the Town of Manlius**  
**Onondaga County, New York**