

**VILLAGE OF BUCHANAN  
RESOLUTION AUTHORIZING MAYOR TO ENTER  
INTO AGREEMENT FOR FIRE PROTECTION SERVICES**

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Dated: \_\_\_\_\_

**WHEREAS**, it is the obligation of the Village Board, on an annual basis, to enter into a contract for fire protection services for the residents of the Village of Buchanan; and

**WHEREAS**, the Village Board has reached an agreement with the Buchanan Engine Co. #1, Incorporated to provide those fire protection services; and

**WHEREAS**, the contract for fire services has been prepared and reviewed by the Village Board;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute a contract for Village fiscal year 2012/2013 with Buchanan Engine Co. #1, Incorporated, for the providing of fire protection services to the residents of the Village for a total annual payment of \$225,954.00 for this year.

Upon Roll Call Vote:

Mayor Sean Murray \_\_\_\_\_

Trustee Richard A. Funchion \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee Theresa Knickerbocker \_\_\_\_\_

Trustee Nicolas Zachary \_\_\_\_\_

Vote: Resolution carried by a vote of \_\_\_\_ to \_\_\_\_.

STATE OF NEW YORK            )  
COUNTY OF WESTCHESTER )

I, KEVIN HAY, Village Administrator of the Village of Buchanan, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Village Board of the Village of Buchanan at a meeting of said Board held May 1, 2012.

\_\_\_\_\_  
Kevin Hay, Village Administrator/Clerk

## AGREEMENT

AGREEMENT, made this            day of May, 2012, by and between the BUCHANAN ENGINE CO. NO. 1, INCORPORATED, a corporation duly organized pursuant to the provisions of the Membership Corporation Law of the State of New York, and located in the Village of Buchanan, County of Westchester, State of New York, hereinafter referred to as the "Party of the First Part" and the VILLAGE OF BUCHANAN, NEW YORK, a municipal corporation of the County and State aforesaid, hereinafter referred to as the "Party of the Second Part".

## WITNESSETH:

The parties hereto, in consideration of the sum of One and 00/100 (\$1.00) Dollar, each to the other in hand paid, the receipt of which is hereby severally acknowledged, do mutually consent and agree to and with each other as follows:

1. The said Party of the First Part shall render fire protection and emergency service to all property and people within the boundaries of the Village of Buchanan for a term of one (1) year, commencing on June 1, 2012, and ending May 31, 2013.
2. The Trustees of the Village of Buchanan, New York, have heretofore adopted a resolution permitting calls or alarms of fire in the Village be given by any person, now, therefore, the Party of The First Part agrees to respond with the apparatus and a crew of men to all calls or alarms, by whomsoever made, in the event of fire in said Village, and in the performance of its duty of extinguishing a fire, agrees at all times that type and degree of protection to the property and the extinguishing a fire, agrees at all times that type and degree of protection to the property and the inhabitants residing within said Village as is generally given and which will assure prompt service and the use of equipment generally recognized as sufficient for the extinguishment of fires within the Village; and that in addition thereto, the party of the First Part, will, with its apparatus and a crew of men, attend upon all alarms, not only for the extinguishment of fires, but when necessarily made for the protection of lives and property when endangered by fire or otherwise.
3. The parties hereto covenant and agree at all times to comply with and carry out all provisions of the General Municipal Law and the Village Law and any other laws, insofar as such laws apply to or for fire protection, fire inspections, firemen and matters relating thereto, and more particularly, the said Village agrees to make payments to injured or representatives of deceased volunteer firemen pursuant to Section 205 of the General Municipal Law.
4. The Village of Buchanan agrees to pay the Buchanan Fire Co. No. 1, Incorporated, for such fire and other protection as aforesaid, the sum of \$200,954.00 for the period beginning June 1, 2012 and ending May 31, 2013. Said amount shall be paid in monthly installments during the aforesaid period and each payment shall be made on or about the first day of each month. There shall be twelve payments, one (1) payment (the first payment) of \$16,759.00 and eleven

(11) payments of \$16,745.00. In addition to the monthly payment, there shall be a one time payment of \$25,000.00, which shall be placed in an interest bearing account (CD) titled Capital Vehicle Fund and shall be used only toward the future purchase of a fire apparatus. This will make the total annual payment of \$225,954.00 for this contract year.

5. In the event that this contract shall be terminated by operation of law or otherwise prior to the expiration date thereof, then in that event, payments for fire protection, as required herein, shall be apportioned to the date of such termination.

6. The Party of the First Part agrees to permit the Party of the Second Part to make a complete audit of their books concerning their firemen's expenses at least once a year. This audit is to be done by the Auditor of the Party of the Second Part or his representative at a time convenient to him.

7. In the event of major unforeseen expenses incurred by the Party of the First Part, or in the event of a reduction in the operating expenses of the Party of the First Part due to reduced fuel costs or otherwise, it is agreed that this contract may be renegotiated upon consent of both parties, which consent shall not be unreasonably withheld.

8. In the event that the Party of the First Part dissolves or ceases fire protection operations by Court order or otherwise, then it is agreed by and between the parties hereto that title to all equipment and/or other property which was purchased by the Village of Buchanan for the use of the Party of the First Part shall revert to the Village of Buchanan and become its sole property to be dealt with pursuant to appropriate resolutions of the Village Trustees, included would be all sums received by the party of the first part representing payments identified above which were made toward the Capital Vehicle Fund as noted above.

9. This contract shall not be changed, modified or altered except in writing.

10. The Party of the First Part agrees to comply with all of the new State Laws, which became effective in 2007 with respect to fire companies.

11. The Party of the First Part agrees to deliver to the Village of Buchanan audited financial statements on or within one hundred and eighty days after the end of the fiscal year beginning with the year ending May 31, 2013. Additionally, within ninety days after the signing of this Agreement, the Fire Company shall file with the Village Clerk a copy of its duly adopted Code of Ethics.

12. The Board of Trustees does hereby certify to the Village of Buchanan that they are in full compliance with respect to all disclosure requirements for any member who does business with the company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed the year and day first above written.

BUCHANAN ENGINE CO. NO. 1  
INCORPORATED BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

VILLAGE OF BUCHANAN BY:

\_\_\_\_\_  
Sean Murray, Mayor

ATTEST:

\_\_\_\_\_  
Kevin Hay  
Village Clerk