

TOWN OF STAFFORD Public Hearing MINUTES FOR Nov. 13, 2006

- **Public Hearing to evaluate the Town of Stafford Fire Protection Contract with the Stafford Fire Department for the year 2007**

PRESENT:

R. Clement -Supervisor
D. Vicary -Councilman
R. Panek -Councilman
R. Pacer -Councilman
M. Mouery -Councilman

OTHERS PRESENT:

Walter Kershenski -Town Clerk
S. Boldt -Highway Supt.
J. Call - Stafford Fire Dept. Chief
Approximately 13 members of the local community

Public Hearing to consider and review public comments in favor or against the Town of Stafford Fire Protection Contract with the Stafford Fire Department for the year 2007.

Supervisor Clement called the Public Hearing to order at 7:45 PM followed by the pledge of allegiance to the flag.

Supervisor Clement then read the officially posted 'Notice of Public Hearing Town of Stafford Fire Protection' as posted as a legal ad in the Batavia Daily News as follows:

**LEGAL NOTICE
Public Hearing
TOWN OF STAFFORD
Fire Protection**

Public Notice is hereby given, that the Town of Stafford will hold a Public Hearing on the contract for fire protection with the Stafford Fire Dept., Inc. at the Stafford Town Hall at 8903 Rt. 237 on November 13, 2006 at 7:45 PM. At such hearing any persons may be heard in favor or against any item contained therein. PURSUANT to Section 184 of the Town Law of the State of New York said contract shall commence on January 1, 2007 for a one year period and said contract shall terminate December 31, 2007. In consideration of furnishing aid and the use of their apparatus, the Stafford Fire Department shall be paid the sum of \$63,600.00. By the order of the Town Board of the Town of Stafford.

Dated: October 28, 2006
Walter Kershenski
Stafford Town Clerk

Following is a transcript of the 2006 proposed Fire Protection Contract:

CONTRACT FOR FIRE PROTECTION

THIS AGREEMENT, entered into this 13 day of November, 2006.

BETWEEN:

TOWN OF STAFFORD

A municipal corporation existing under the laws of the State of N.Y.
8903 Morganville Road
Stafford, New York 14143,

Hereinafter referred to as "**Town**"

AND

STAFFORD FIRE DEPARTMENT, INC.

A corporation organized pursuant to the laws of the State of N.Y.
With its principal place of operation in the Town of Stafford, 6153 Main Rd, PO
Box 56, Stafford, County of Genesee, New York 14143,

Hereinafter referred to as “**Fire Department**”.

WITNESSETH:

WHEREAS, the Town has established a Fire Protection District known as the “Stafford Fire Protection District”, embracing the entire territory of the Town, as duly adopted by resolution of the Town Board of the Town on the 25th day of June 1945; and

WHEREAS, the Town wishes to contract with the Fire Department for furnishing fire protection services to said Fire District for a period of time from January 1, 2007 through December 31, 2007; and

WHEREAS, a public hearing was held at the Town Hall on November 13, 2007, and such hearing having been called for the purpose of aiding in the determination of whether or not a contract should be made between the Town and Fire Department for further fire protection; and

WHEREAS, the Town Board of the Town at its monthly meeting held November 13, 2007, duly authorized this contract with the Fire Department for fire protection services for said Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the governing board of the Fire Department;

NOW, THEREFORE, the Town does engage and contract with the Fire Department to furnish fire protection to the said Fire Protection District and the Fire Department agrees to furnish such protection services as having commenced January 1, 2007 in the following manner, to wit:

1. The Fire Department agrees at all times during the period of this contract to be subject to call for attendance upon any fire occurring in the Fire Protection District, and to furnish suitable apparatus and appliances for the furnishing of fire protection in such District, and when notified by alarm or telephone or any other manner of a fire within said District the Fire Department will respond to and attend upon the fire without undue delay and to proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith.

2. **In consideration** for furnishing such aid and fire protection, **the Town shall pay to the Fire Department the sum of \$63,600.00 for the year 2007**, said sum to be assessed and levied upon the taxable property in said District and collected with the Town taxes, and the Town shall pay said sum over to the Fire Department on or before the 1st day of February, 2007.

3. As part of the consideration for this contract, the Fire Department agrees that liability insurance will be maintained by the Fire Department on all of its fire vehicles/trucks used for fire fighting/protection for the purposes of this agreement, and general public liability insurance will also be maintained by the Fire Department for the benefit of the Fire Department and said insurance policies shall name the Town of Stafford as one of the insured parties. Said policies shall be written with minimum liability coverage of \$1,000,000.00.

4. Nothing contained herein shall be deemed to relieve or limit or adversely affect in any way, and the Town shall accomplish all acts to maintain and so meet, the responsibility or liability of the Town for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his/her duties, and otherwise, as provided by §205 of the General Municipal Law or any other statute or law of the State of New York, and members of the Fire Department while engaged in the performance of their duties, answering, attending upon or returning from any call provided for by this contract, shall have the same rights, privileges and immunities as volunteer firefighters/firemen as provided for by law. The Town shall be released from responsibility or liability for all non-firefighting activities of the Fire Department, which activities are not included within the intention of this contract.

5. This contract is written pursuant to Article 11, §184 of the Town Law.

6. This contract shall continue through December 31, 2007.

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

TOWN BOARD OF THE TOWN OF STAFFORD

(Town Seal)

By: _____
Robert Clement, Supervisor

STAFFORD FIRE DEPARTMENT, INC.

(Department Seal)

By: _____
Lewis Henning, President

By: _____
James F. Call, Fire Chief

Supervisor Clement then asked the people present if there were any comments or questions. Mr. Ianni questioned why there is an increase in the cost of the Fire Protection. Fire Chief James Call stated that it was for the purchase of new apparatus and fire fighting gear. Also Supervisor Clement stated that the money paid to the Fire Dept. is set aside to purchase new equipment and that it is not put into a general spending fund by the Fire Dept. This money is allowed to carry over from year to year and therefore the Fire Dept. can make major equipment purchases without having to borrow money to do so. Supervisor Clement adjourned the public hearing at 7:49 PM.

Dated Nov. 13, 2006
Approved 12/11/2006 Town Board Meeting

Walter Kershenski, Town Clerk