

PINE HILL FIRE CO. No. 1, INC.
ULSTER COUNTY
PINE HILL, NEW YORK 12465

This agreement made this 1st day of January 2002 between the Town Board of the Town of Shandaken, Ulster County, New York (hereinafter referred to as the "Town"), and the Pine Hill Fire Company No. 1, Inc. (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS there has been duly established in the Town of Shandaken a fire protection district known as the "Highmount Fire Protection District" embracing territory in said Town as such territory is more fully described in Resolution establishing such district and duly adopted by the Town Board on October 5, 1957, and

WHEREAS, following a public hearing duly called, the Town Board of the Town of Shandaken duly authorized a contract with the said Pine Hill Fire Company No. 1, Inc. in its entirety upon the terms and conditions hereinafter set forth, and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Pine Hill Fire Company No. 1, Inc.

NOW, THEREFORE the Town does engage the company to furnish fire protection to the said Highmount Fire Protection District and the company agrees to furnish such protection, in manner following to wit:

1. The Fire Company shall at all times during the period of this agreement be subject to all calls for assistance and attendance upon any fire occurring in said district, and when notified by alarm or telephone call from any person therein of a fire with out delay with suitable apparatus of the company and/or mutual aid companies. Upon arriving at the scene of the fire, the firemen of the company attending shall diligently and in every reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.
2. The Town hereby grants to the officer or acting officer in charge of the company at the fire scene, all powers, rights and privileges that it may have for control, fighting and extinguishment of fires.
3. This contract is specifically subject to section 209E through 209G of the General Municipal Law.

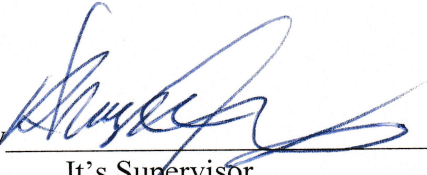
4. In Consideration of furnishing such aid and the use of the apparatus as aforesaid the company shall receive, and the said Town shall pay, the sum of \$37,625.50 for the year 2002. During the term of this agreement shall pay the said sum on or before the 30th day of March.
5. The Company shall assume all liability for damage to persons or property arising out of it's services furnished pursuant to this agreement, and shall obtain and keep in force and effect at it's own expense suitable liability insurance coverage during the whole or the term of this agreement, and such insurance coverage shall provide the Town as an additional insured there under. The company shall furnish the Town with certificates certifying that such coverage is in effect.
6. The company shall during the term of this agreement provide protection for it's volunteer firemen under the volunteer firemen benefit laws and shall provide the Town with suitable proof of such coverage. The company shall save the Town free from any claims or liability arising out of injury, loss or death of volunteer firemen arising out of the services to be performed under this agreement.
7. The Company shall not be liable for failure to perform the conditions of this contract arising out of any default or delay caused by contingency beyond it's control or by reason or war, flood, fire, riots or pestilence.
8. The Company shall not be liable for any damage caused to life or property that occurs in the ordinary and usual manner of extinguishing fires except as hereinafter set forth, nor shall it be liable for it's inability to extinguish same, provided that service is rendered in good faith and in the usual manner.
9. All monies paid under any provision of this agreement shall be assessed and levied upon the real property in said district and collected with the town taxes.

This agreement shall continue for a term of (1) one year from the 1st day of January 2002, and terminate on the 31st day of December 2002.

This agreement is entered into pursuant to section 184 of the Town law and is intended to be consistent therewith.

In witness whereof the parties have duly executed and delivered this agreement the day and year above mentioned.

TOWN OF SHANDAKEN

By 
It's Supervisor

PINE HILL FIRE COMPANY NO. 1, INC.

By 
It's Chairman Board of Directors

PINE HILL FIRE Co. No. 1, Inc.

ULSTER COUNTY

PINE HILL, NEW YORK 12465

IF FOR REASONS BEYOND THE CONTROL OF THE COMPANY, THE BUDGET MUST BE SEPERATE FOR THE PINE HILL AND THE HIGHMOUNT DISTRICTS, IT WILL BE DIVIDED AS FOLLOWS:

2002 BUDJETS

UTILITIES	PINE HILL-2,925	HIGHMOUNT-3,575
INSURANCE	PINE HILL-5,400	HIGHMOUNT-6600
MORTGAGE	PINE HILL-4,950	HIGHMOUNT-6,050
FUEL	PINE HILL-270	HIGHMOUNT-330
MISCELLANEOUS	PINE HILL-675	HIGHMOONT-825
CAPITAL FUND NEW EQUIPMENT	PINE HILL-3,600	HIGHMOUNT-4400
CAPITAL FUND NEW APPARATUS	PINE HILL-8,100	HIGHMOUNT-9,900
EQUIP. MAINTENANCE	PINE HILL-2,925	HIGHMOUNT-3,575
RADIO MAINTENANCE	PINE HILL-225	HIGHMOUNT-275
BUILDING "	PINE HILL-900	HIGHMOUNT-1,100
TRAINING	PINE HILL-675	HIGHMOUNT-825
TOTALS	PINE HILL-30,645	HIGHMOUNT-37,455

TOWN OF SHANDAKEN

DATE: October 15, 2001

RESOLUTION #54

OFFERED BY Councilman Frano

WHEREAS, a Public Hearing was held on September 20, 2001, to hear all those present on the contract with Pine Hill Fire Company No. 1, Inc. and the Town of Shandaken to furnish Fire Protection to the Highmount Fire Protection District.

THEREFORE BE IT RESOLVED, that the Shandaken Town board contract with said Pine Hill Fire Company No. 1, Inc. to furnish Fire Protection to the Highmount Fire Protection District, for a period of one year, commencing January 1, 2002.

AND MOVES ITS ADOPTION

ROLL CALL

	AYES	NAYS
SUPERVISOR GUTMANN	<u> x </u>	<u> </u>
COUNCILMAN FRANO	<u> x </u>	<u> </u>
COUNCILMAN HOYT	<u> x </u>	<u> </u>
COUNCILMAN PETTERSSON	<u> x </u>	<u> </u>
COUNCILMAN TODD	<u> x </u>	<u> </u>