

INCORPORATED VILLAGE OF NORTHPORT
FIRE SERVICE AGREEMENT
WITH THE INCORPORATED VILLAGE OF ASHAROKEN

This agreement made as of the ____ day of April, 2018 between the INCORPORATED VILLAGE OF NORTHPORT, Suffolk County, New York and the INCORPORATED VILLAGE OF ASHAROKEN, Suffolk County, New York, both municipal corporations duly organized and existing under the Laws of the State of New York (the "Agreement").

WITNESSETH:

WHEREAS, following a public meeting duly noticed and called, the Board of Trustees of the INCORPORATED VILLAGE OF ASHAROKEN did on ____ day of April, 2018, duly authorize the execution of a contract between the INCORPORATED VILLAGE OF ASHAROKEN AND the INCORPORATED VILLAGE OF NORTHPORT for fire protection, emergency medical services and paramedic services to the INCORPORATED VILLAGE OF ASHAROKEN upon the terms and provisions herein set forth, and

WHEREAS, the terms of the contract were duly approved by the Board of Trustees of the INCORPORATED VILLAGE OF NORTHPORT at a public meeting duly notice and called on the ____ day of April, 2018 and were consented to by the Board of Fire Commissioners of said Village and the Volunteer Fire Department of said Village;

NOW THEREFORE, the INCORPORATED VILLAGE OF ASHAROKEN does hereby engage the INCORPORATED VILLAGE OF NORTHPORT to furnish fire protection, emergency medical services and paramedic services to the INCORPORATED VILLAGE OF ASHAROKEN. The INCORPORATED VILLAGE OF NORTHPORT hereby agrees to furnish said fire protection, emergency medical services and paramedic services in the manner following, to wit:

1. The Fire Department of the INCORPORATED VILLAGE OF NORTHPORT shall at times during the period of this Agreement be subject to call for attendance upon any fire protection, emergency medical services or paramedic services need occurring in the INCORPORATED VILLAGE OF ASHAROKEN, and when notified by alarm or telephone call from any person of a fire protection, emergency medical services or paramedic services need, will respond in the same manner as it would respond if such fire protection, emergency medical services or paramedic services need occurred within the INCORPORATED VILLAGE OF NORTHPORT.

2. INCORPORATED VILLAGE OF ASHAROKEN shall pay to the INCORPORATED VILLAGE OF NORTHPORT, in consideration of the furnishing of fire protection, emergency medical services and paramedic services as aforesaid, and the use of such apparatus and equipment as may be used hereunder, the total sum of one hundred and thirty-one thousand and four hundred eighteen dollars (\$131,418.00) for the calendar year 2018, to be paid in one installment due November 1, 2018. The total sum of one hundred and thirty-five thousand six hundred and sixty-one (\$135,361.00) for the calendar year 2019, to be paid in one installment due November 1, 2019. The total sum of one hundred thirty-nine thousand and four hundred and twenty dollars (\$139,423.00) for the calendar year 2020, to be paid in one installment due November 1, 2020. The total sum of one hundred forty-three thousand and six hundred and four dollars (\$143,604.00) for the calendar year 2021, to be paid in one installment due November 1, 2021.

The total sum of one hundred forty–seven thousand and nine hundred and twelve dollars (\$147,912.00) for the calendar year 2022, to be paid in one installment due November 1, 2022.

3. The members of the Fire Department of the INCORPORATED VILLAGE OF NORTHPORT, while in performance of their duties under this contract, shall have the same privileges and immunities as if such duties were performed within the INCORPORATED VILLAGE OF NORTHPORT.

4. All monies to be paid under any provisions of the Agreement shall be charged upon the INCORPORATED VILLAGE OF ASHAROKEN to be assessed and levied in said Village and collected with said Village taxes.

5. The duration of this Agreement shall be for a period of sixty (60) months commencing as of January 1, 2018 and concluding December 31, 2022, which term may be extended and renewed as mutually agreed by the parties in writing to the maximum period allowed by applicable law.

6. The INCORPORATED VILLAGE OF NORTHPORT, in consideration of the Fire Department of the INCORPORATED VILLAGE OF NORTHPORT consenting to this Agreement and furnishing services thereunder shall, during term of the Agreement set aside the sum of thirty-two thousand nine hundred and thirty dollars (\$32,930.00) for the purchase of emergency rescue equipment and sum of twenty-two thousand three hundred and ninety-two dollars (\$22,392.00) for fire service awards for the year ending 2018. The sum of thirty-three thousand nine hundred and eighteen dollars (\$33,918.00) for the purchase of fire rescue equipment and the sum twenty-three thousand sixty-four dollars (\$23,064.00) for fire service awards for the year ending 2019. The sum of thirty-four thousand nine hundred thirty-five dollars (\$34,935.00) for the purchase of emergency rescue equipment and the sum of twenty-three thousand seven hundred fifty-six dollars (\$23,756.00) for fire service awards for the year ending 2020. The sum of thirty-five thousand nine hundred and eighty-three dollars (\$35,983.00) for the purchase of emergency rescue equipment and the sum twenty-four thousand four hundred and sixty-eight dollars (\$24,468.00) for fire service awards for the year ending 2021. The sum of thirty-seven thousand and sixty-three dollars (\$37,063.00) for the purchase of emergency rescue equipment and the sum of twenty-five thousand two hundred and three dollars (\$25,203.00) for fire service awards for the year ending 2022. The INCORPORATED VILLAGE OF NORTHPORT, after deducting the amounts set forth in paragraph seven (7), shall pay to the Fire Department of the INCORPORATED VILLAGE OF NORTHPORT a sum equal to thirty-five percent (35%) of the balance within one (1) month after receiving any of the proceeds as set forth in paragraph two (2) above.

7. In the event that the INCORPORATED VILLAGE OF NORTHPORT in its sole discretion decides by duly authorized Resolution to increase the amount, over the current level (16 hours per day), of days/hours or time that paramedics are on call, providing paramedic services to the INCORPORATED VILLAGE OF NORTHPORT, and to the INCORPORATED VILLAGE OF ASHAROKEN pursuant to this Agreement, then the INCORPORATED VILLAGE OF ASHAROKEN agrees to partially subsidize said additional cost by paying to the INCORPORATED VILLAGE OF NORTHPORT the sum of \$ 5,500.00 for the first year such increased services are provided, increased by three (3%) percent over the prior year for each subsequent year such increased services are provided.

8. The parties recognize that the “Morgan Property” annexed by the INCORPORATED VILLAGE OF ASHAROKEN subsequent to prior contracts between the parties hereto bearing the date December 21,

1963, is within the geographical limits of the Eaton's Neck Fire District, and is not included within the area sought to be protected hereby and is specifically excluded here from.

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this AGREEMENT the day and year first above mentioned.

INCORPORATED VILLAGE OF NORTHPORT

By: _____
Damon McMullen, Mayor

INCORPORATED VILLAGE OF ASHAROKEN

BY: _____
Gregory Letica, Mayor

We hereby consent to and approve the foregoing contract, having been duly authorized thereto by vote at duly called meeting of the Board of Fire Commissioners and the Northport Fire Department.

BOARD OF FIRE COMMISSIONERS OF THE
INCORPORATED VILLAGE OF NORTHPORT

By: _____
Chairman

FIRE DEPARTMENT OF THE INCORPORATED
VILLAGE OF NORTHPORT

By: _____
Chief