

**RHINECLIFF FIRE DISTRICT AGREEMENT  
2020**

This agreement, made this \_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Town of Rhinebeck, a municipal subdivision within the County of Dutchess and State of New York, party of the first part, and the RHINECLIFF FIRE DISTRICT, a municipal subdivision located within the Town of Rhinebeck, County of Dutchess and State of New York, party of the second part.

**WITNESSETH**

The parties hereto, in consideration of the covenants and agreements herein contained, DO AGREE as follows:

1. That the Town of Rhinebeck does hereby agree to pay to the Rhinecliff Fire District the sum of \$31,620 for the period of January 1, 2020-December 31, 2020.
2. In consideration of such payment, the Rhinecliff Fire District shall provide and furnish fire protection and emergency rescue squad services in an area of the Town of Rhinebeck known as the Rhinebeck Fire Protection District. The Rhinecliff Fire District shall be given first call and shall be first responsible to answer demands for fire protection in that portion of the Township of Rhinebeck which lies westerly of an imaginary line drawn from the northeast corner of the Rhinecliff Fire District to a point in boundary line between the Townships of Rhinebeck and Red Hook, which line would pass through the easterly boundary of the property of Bertha Kipp along the easterly portion of the lands of Ennis Keane; and which district lies directly northerly of the northerly boundary of the Rhinecliff Fire District.
3. Said fire department's emergency rescue squad shall at all times during the term of this agreement, be subject to call for attendance upon any accidents, calamities or emergencies occurring in such district, and when lawfully and properly notified of such emergency within the district, such emergency rescue squad shall respond and attend thereupon without delay. Upon arriving at the scene of the emergency, the members of said squad shall proceed diligently and in every way reasonable suggested to tender its services.
4. It is expressly agreed and understood the general ambulance service, as defined by General Municipal Law, Section 209-B Subdivision 2, is not intended to be nor shall it be included within the duties and obligations of said emergency rescue squad or the party of second part.
5. The Rhinecliff Fire District agrees to furnish and provide general liability insurance on its own equipment while going to and from fires or while engaged in

fighting fires in the Town of Rhinebeck, and agrees to provide general public liability insurance against any act of its firemen while going to or from a fire or while fighting a fire in the Town of Rhinebeck

6. The Rhinecliff Fire District agrees to provide Workers' Compensation, liability insurance and all other insurance necessary to protect the firemen against injury and to protect the Town of Rhinebeck against any and all liability for the safety of the firemen and for the protection of the Town of Rhinebeck against all liability for all loss arising hereunder and to save the Town harmless from responsibility. The Town of Rhinebeck shall in no way be liable for any damages arising to the equipment of the fire companies or to the Rhinecliff Fire District which may be suffered to the same in going to or from a fire or accident or while engaged in fighting a fire or emergency rescue service, except for the negligence of the Town itself or its officers, employees or other representatives.
  
7. This agreement shall extend over a period of one (1) year commencing January 1, 2020 and terminating December 31, 2020.

In witness whereof, this agreement has been signed on the day and year first above written, by the Town of Rhinebeck Supervisor and by the Fire Commissioners duly elected in the said Rhinecliff Fire District.

RHINECLIFF FIRE DISTRICT

TOWN OF RHINEBECK

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Elizabeth Spinzia, Supervisor