

Intermunicipal Agreement for Shared Fuel Services

THIS AGREEMENT, made the 31 day of March, 2014 by and between the Caton Fire District No. 1 (hereinafter referred to as " Fire District") and the Town of Caton, New York (hereinafter referred to as "Town").

WHEREAS, the Town has and currently owns and operates fueling facilities necessary to operate its fleet of vehicles; and

WHEREAS, such facilities currently have and previously have had surplus capacity; and

WHEREAS, the Fire District has previously purchased and is desirous of continuing access to and the right to purchase such fuel from the Town; and

WHEREAS, the Town is authorized to execute this agreement by a resolution, adopted by the Town Board of the Town of Caton on the 20 day of March, 2014, a copy of said Resolution is attached as Exhibit "A"; and

WHEREAS, the Fire District is authorized to execute this agreement by a resolution, adopted by the Board of Fire Commissioners of the Caton Fire District No. 1 on the 10 day of March, 2014, a copy of said Resolution is attached as Exhibit "B"; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The Town shall make available to the Fire District fuel for its vehicles under the following terms and conditions:

1. The Parties agree that the Fire District's prior use of the Town's fueling services is currently paid in full and that there are no outstanding charges, except for the month this Agreement is made, which charges will be paid according to the terms of this Agreement.
2. The Town grants access to, and use of, the Town's fueling facilities for fuel to the Fire District for the Fire District's vehicles.
3. The Town shall establish pricing for its fuel on a monthly basis for fuel used by the Fire District for the following month, or until the fuel pricing shall be changed by the Town.
4. The Town shall invoice the Fire District on a monthly basis for fuel used by the Fire District for the preceding month. The Fire District shall pay for the fuel within 30 days of invoicing by the Town.
5. The term of this Agreement shall be for a period of four (4) years from the date first written above.
6. Either party may withdraw from participation in this Agreement upon thirty (30) days prior written notice to the other at which event this Agreement shall terminate and be of no further force or effect as to such withdrawing party.
7. To the fullest extent permitted by law, the Fire District will defend, indemnify and hold harmless the Town in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of the Fire District's operations, actions, or obligations under the Agreement. To the fullest extent permitted by law, the Town will indemnify and hold harmless the Fire District in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of the Town's operations, actions, or obligations under this Agreement.

8. As part of their respective obligations to indemnify and hold harmless the other party, as set forth above, the parties agree to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the other party as the case may be as additional insured, or shall supply evidence of self-insurance satisfactory to the other party.

9. This agreement may not be assigned without the prior written agreement of the other party.

10. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN OF CATON

By *Kate Hughes*
Kate Hughes, Town Supervisor
Town of Caton

CATON FIRE DISTRICT NO. 1

By: *Stephen Monroe*
Stephen Monroe, Chairman
Board of Fire Commissioners

State of New York)
) ss:
County of Steuben)

On the 31st day of March, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Kate Hughes, Supervisor of the Town of Caton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument; that (s)he executed the foregoing instrument and that (s)he executed the foregoing instrument in accordance with Resolution No. ___ of 2014 adopted by the Town Board of the Town of Caton on March 20, 2014

Avonne M. Dickerson
Notary Public

AVONNE M. DICKERSON
Notary Public, State of New York
No. 01D15088297
Qualified in Steuben County
Commission Expires November 17, 2017

State of New York)
) ss:
County of Steuben)

On the 31 day of March, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen Monroe, Chairman of the Board of Fire Commissioners, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument; that he executed the foregoing instrument in accordance with Resolution No. 3-2-14 of 2014 adopted by the Caton Fire District No. 1 Board of Fire Commissioners on March 10, 2014.

Avonne M. Dickerson
Notary Public

AVONNE M. DICKERSON
Notary Public, State of New York
No. 01D15088297
Qualified in Steuben County
Commission Expires November 17, 2017

Resolution to enter into Intermunicipal Agreement for Shared Fuel Services

Resolution No. 0314-03

WHEREAS, the Town of Caton, Steuben County, State of New York, has and currently owns and operates fueling facilities necessary to operate its fleet of vehicles; and

WHEREAS, such facilities currently have and previously have had surplus capacity; and

WHEREAS, the Caton Fire District #1 has previously purchased and is desirous of continuing access to and the right to purchase such fuel from the Town of Caton, Steuben County, State of New York.

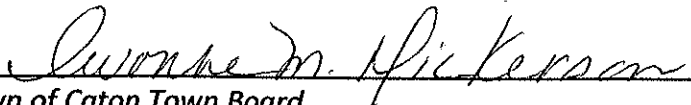
BE IT RESOLVED that at a regular monthly meeting of the Caton Town Board, the Board authorized the Town Supervisor to enter into a four year contract with Caton Fire District #1, allowing the District to continue purchasing fuel from the Town of Caton per agreement as amended by the Town Board and agreed to by both parties.

Motion by Supervisor Katherine Hughes, seconded by Councilman Timothy Scott, roll call vote as follows:

Supervisor Hughes	Aye
Councilwoman Diane Card	Aye
Councilwoman Michelle Fitzsimmons	Aye
Councilman Timothy Scott	Aye
Councilman Daniel Stuart	Aye

I, Avonne M Dickerson, the undersigned, Town Clerk of the Town of Caton, **DO HEREBY CERTIFY**, that the foregoing is a copy of (1) resolution(s) duly adopted by said Town Board while in session at a regular scheduled Town Board Meeting held at the Caton Town Hall, 11161 Hendy Hollow Road, Corning NY, on March 20, 2014, and that members of the Town Board had due notice of said meeting, and further that such resolution has been fully recorded in the Town Clerks books,

In Witness thereof, I have hereunto set my hand the 14th day of April, 2014

, Caton Town Clerk
Town of Caton Town Board