

Memorandum of Agreement

Village of Avoca and Avoca Fire District

Shared Service Agreement – Effective January 1, 2024

The following sets forth the terms established by this Memorandum of Agreement by and between the Village of Avoca, New York (Village), and the Avoca Fire District (District) collectively described as “the parties”, to establish the Memorandum of Agreement to certain shared services between the parties to begin January 1, 2024. It is further hereby established that:

WHEREAS, the Village of Avoca and Avoca Fire District wishes to maintain good relations between the two municipalities that will benefit both parties and the tax payers located within each jurisdiction. Both parties are in agreement to the following provisions.

1. Utilities

The Avoca Fire District, effective January 1, 2023, will assume the responsibility for all utilities As they take possession of the real property current occupied by the Avoca Fire Department. The District, at a date to be coordinated with the Village, will transfer into their name, all utilities at the Avoca Fire Department for all payments from the date of transfer forward. This will include all utilities currently provided by the Village of Avoca to include, but not limited to:

- a. Electric / Gas Service and Usage
- b. Water Service and Usage
- c. Heating Costs
- d. Garbage Disposal
- e. Any other monthly service or utility the District establishes after the date of transfer.

However, in order to ease the burden on the tax payers located within the District, the Village will continue to permit the District to use the Village Wi-Fi and cable service, as long as this service remains free \ of charge to the Village. In the event the Wi-Fi and cable service is upgraded and a cost is associated with this service, the cost will be discussed with the District by the Village with the intent that a mutual agreement can be made to continue this shared service.

2. Metered Water Usage and Hydrant Use

The District is in agreement with the Village that after the date of separation from the Village of Avoca, the newly formed District will be responsible for all utilities at the District as outlined above. The District will now be responsible for the quarterly billing for all metered Village of Avoca water that is reported to be used, the same as any other municipal, commercial or residential meter located within the Village of Avoca. This metered water usage will be billed quarterly in accordance with the Village of Avoca Water Policy and the District will be responsible for all water lines within the District Building after the water meter.

However, the Village is cognizant that some water usage may be used to fight fires within the Fire District and this water used for the fighting of fire can be forgiven by the

Village Board of Trustees. For the Fire District to receive relief for this water usage, they shall provide proper and detailed documentation as to the gallons of water used during that quarter for firefighting purposes. Water relief shall include documentation for each fire or incident and a report of the gallons of water used. This request for relief shall be reviewed at the next monthly Board of Trustees monthly meeting and approved or declined based upon established criteria in the Village of Avoca Water Policy.

The Village fully supports the District and Avoca Hose Company in their efforts to provide fire protection and coverage to the residents of the Village of Avoca. In this capacity, the Village of Avoca will allow access to all Village owned and maintained fire hydrants located in the Village of Avoca for fire-fighting and training purposes, **without cost or metering of water**. While the Village of Avoca is not allowed to “gift” water or other services to any individual, private corporation, private association or private undertaking, this process will be allowed water relief as it is to a municipality (the District) and the purpose of this water usage is a proper public purpose as it provides a benefit to all residents in the District, to include the residents of the Village of Avoca. With this understanding, the District shall provide a written report of each use of a fire hydrant located within the Village of Avoca to include the estimated gallons of water used for each incident or training. This report shall be provided to the Village Clerk within the month of usage of the water so it may be addressed and grant relief to the District at the next Village Board of Trustees monthly meeting.

However, this provision of relief shall not include any filling of swimming pools located in the District by fire vehicles or from village fire hydrants. In the event the District wishes to continue this service to residents of the district, the cost of water usage shall continue to be metered as outlined.

3. Snow Removal

The Village is in agreement that upon request from the District, the Village will continue to provide snow removal operations that are currently in place at the time of separation from the Village. This includes snow plowing of the real property currently occupied by the Avoca Fire Department at the corner of Chase Street and South Maple Avenue within the Village of Avoca. Due to the proximity to the Village and Town Hall and Village of Avoca Street Department, this arrangement will be mutually beneficial to both the District and the Village in the removal and storage or excess snow during the winter months. This snow removal shall include the area in front of the fire apparatus bays and east parking lot around the actual Fire District Building and will be completed in the normal time table previously established by the Village of Avoca Street Department. The newly formed District shall be responsible for any shoveling of sidewalks, ramps or other pedestrian access points to the building.

4. Fuel Pumps Location and Billing

The Village is in agreement to extend the use of the Village of Avoca fuel pumps located behind the District building for the use of fueling for all District apparatus and equipment. While the District will become its own separate and viable entity, there is a common goal in extending this service to the District to provide fueling needs at this convenient and cost-effective location. The Village is in understanding that the physical location of these pumps will be on the real property being transferred to the District, which by resolution, the Village maintains all right and use of these fuel pumps

indefinitely until the Village chooses to discontinue the use of the fuel pumps and tanks at this location.

The District can decide at any time to withdraw from the use of the Village owned fueling station, at which time access to the fueling station will be secured. The District is in agreement though that as long as they continue to use this service, the District will conform to the Village of Avoca Fueling Policy and will be billed monthly for the use of fuel (gasoline and diesel) for the District. The rate of billing per gallon (gasoline or diesel) will be established at the time the Village of Avoca secures fuel for the fueling station and will fluctuate at the New York State rate accordingly.

The Village is in agreement with the District that this fuel location, to include all tanks, pumps, cabinets, or other equipment, remained owned and operated by the Village and therefore all maintenance of this location will continue to be conducted and paid for by the Village.

5. Use of Fire Department by Village

The District is in agreement with the Village that the Fire District Building is one of the few large indoor public gathering facilities located within the Village of Avoca and from time to time this facility may be requested by the Village events or incidents as needed. While this practice is not common, it is a concern that this facility still be available when needed for certain public events. The District is in agreement that the physical Fire District Building can be made available to the Village upon request with reasonable notice of use as a shared service between the two municipalities. The use of the building by the Village is viewed to be mutually beneficial to both parties as the other provisions of this agreement. The District is in agreement that in the event the building is requested for use by the building, there shall be no compensation made by the Village for the use of the building, unless unusual or prolonged circumstances intervene.

NOW THEREFORE BE IT RESOLVED THAT, the parties are in agreement to the provisions as outlined above and in the event any revisions are to be made to this agreement, both parties will meet to discuss accordingly.

SIGNED:

For the Village of Avoca:

For the Avoca Fire District:

Eric R Tyner, Mayor

Glenn Neu, Fire Commissioner

Dated

Dated