

RESOLUTION No. 130

WHEREAS the Village Board of the Village of Dorchester desires to enter into a fire protection agreement with the Town Board of the Town of Holton, and

WHEREAS such agreement between the two municipalities is for the mutual benefit of both, and within the statutory authority of the governing bodies,

Now, Therefore, Be It Resolved, that the agreement set forth herein be, and it hereby is, ratified and approved.

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made this 13th day of February, 1967, between the Village of Dorchester, hereinafter called the Village, and the Town of Holton, hereinafter called the Town of Holton, both municipal corporations in the Counties of Marathon and Clark, for fire protection in the said Town as hereinafter set forth.

WHEREAS, the Town of Holton desires added fire protection for its citizens and recognizes the ability of the Fire Department of the Village of Dorchester to aid materially in this protection, and

WHEREAS, the Town of Holton recognizes that the degree of protection granted to its citizens can only be second to the degree of protection given to the citizens of the Village of Dorchester and that the value of this protection decreases rapidly after a distance of one thousand feet from the fire hydrants of the Village of Dorchester, and

WHEREAS, the said Town of Holton realizes that its citizens beyond the aforementioned one thousand feet can expect protection only to the extent of the practical usability of fire fighting equipment where road conditions or water supply make full protection impossible, and

WHEREAS, the said Town of Holton recognizes that it is equitable and fair that a minimum charge be made and established for the standby fire protection.

NOW THERE IT IS AGREED between the parties hereto, as follows:

FIRST, that subject to the judgment and discretion of the Fire Chief, or his assistants on duty and subject to the availability of equipment, the Village will provide fire fighting service to the residents of the Town of Holton for the following compensation, to-wit:

The Town of Holton shall pay a minimum charge of one hundred dollars (\$100.00) for the first hour of any call, or any part of said hour and thirty dollars (\$30.00) per hour additionally beyond the first hour for the fire truck. For a truck equipped with a water tank the charge shall be \$25.00, plus the charge for two men, at the rate hereinafter specified. The length of duty required shall be within the discretion of the Village Fire Chief or his assistant, subject to the right of a designated official of the Town of Holton to direct the Village of Dorchester Fire Department to return to Dorchester. The hour period shall commence with the departure of the Village of Dorchester fire truck or trucks from the Village of Dorchester Fire Hall, or wherever else they might be stationed at the time the call is placed.

It shall be the duty of the Town of Holton to notify promptly and effectively the Village of Dorchester Fire Department of the need for assistance. The Town of Holton further agree to pay the Village of Dorchester three dollars (\$3.00) per hour per man for each man furnished on the fire calls. The Village agrees that it will furnish no less than one officer and six men with the fire truck, at the agreed compensation per man. Additional men may be sent as the town officials request at the aforesaid rates. The Fire Chief, or his assistant shall determine the time consumed for the truck and the men and shall promptly notify the Village of Dorchester Clerk of the totals, and the Village of Dorchester Clerk shall in turn within 30 days after each call present the account to the Town of Holton. The Town of Holton agrees that all calls shall be paid for within 30 days from the date of billing by the Village of Dorchester Clerk; payments to be made to the aforesaid Village of Dorchester Treasurer and receipt given therefor .

SECOND, the Village will furnish for said sums such apparatus and men of its Volunteer Fire Department who answer the calls in the Town of Holton as shall be determined by the sole discretion of the Fire Chief, or his assistant, or other fire officer in charge at the time of the call, in view of the needs of the city at that time, and if, in the opinion of the officer in charge, it shall be at any time advisable to order the apparatus and men back to the Village of Dorchester, he shall be at liberty to do so; and provided further that the Village of Dorchester shall in no way be liable for failure to furnish fire protection after the officer in charge has exercised his discretion not to respond to any call for such protection.

THIRD, this agreement shall be in full force and effect to and including the first day of March, 1967. To cancel this agreement thirty days written notice must be served upon the clerk of the Town Board of the Town of Holton, or upon the Clerk of the Village

Board of Dorchester, the cancellation date to be effective thirty days after the service of said written notice. This is a self-renewing contract unless notice of termination be given by either party. Once every two years the parties agree to meet to discuss charges and incidental questions relative to service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

VILLAGE OF DORCHESTER

By: *Lorenson* (SEAL)
President

Alice E. Paulson (SEAL)
Clerk

TOWN OF HOLTON

By: *Clarence Rankle* (SEAL)
Chairman

Raymond Kiefer (SEAL)
Clerk

Motion by *Alvin Meyer*, seconded by *Jeff Reynolds*, that the resolution be adopted.

Ayes: 6
Noes: 0

Adopted: 4-5-67

Published: Apr. 13, 1967

Lorenson (SEAL)
President

ATTEST:

Alice E. Paulson
Clerk