

**FIRE PROTECTION CONTRACT**

PARTIES: (1) TOWN - which for the purposes of this contract shall mean the Town of Dryden, Tompkins County, New York, acting through the Town Board.

(2) COMPANY - which for the purposes of this agreement shall mean any of the following: Fire Department; Fire Company; Fire District; or Corporation existing under the New York Not-for-Profit Corporation Law.

TERM: The year 2024

PAYMENT: \$241,000 (paid in one payment)

TERRITORY: The Town of Dryden Fire Protection District

RECITALS: (1) The Town established the Town of Dryden Fire Protection District on or about February 15, 1941, which now includes all the territory of the Town outside the corporate limits of the Villages of Dryden and Freeville, and outside the territory within the Town of the McLean Fire District.

(2) The Company was established according to law on or about October 1974.

(3) A public hearing was held on November 2, 2023, after due notice and describing in general the terms of this proposed contract.

(4) The Town deems it desirable and in the public interest to contract with the Company for fire protection and emergency and rescue services in the territory.

(5) The Company is willing to provide such fire protection and emergency and rescue service in the territory upon the terms herein stated.

(6) The Town was authorized to enter into this contract by a resolution duly adopted by the Town Board on November 2, 2023.

(7) The Company was authorized to enter into this agreement by a resolution duly adopted on \_\_\_\_\_, 20\_\_.

- AGREEMENT:
- (1) The Town hereby agrees and contracts with the Company for fire protection, emergency rescue service, and emergency medical service in the territory for the term and payment herein expressed; and the Company agrees to furnish fire protection, emergency rescue service, and emergency medical service in the territory for the term and payment herein expressed.
  - (2) The Standard Fire Contract Provisions are agreed to by the parties and are attached hereto and incorporated herein by reference.
  - (3) The Additional Provisions are agreed to by the parties and are attached hereto and incorporated herein by reference.
  - (4) This Fire Protection Contract is executed by duly authorized individuals of the respective parties and only after all approvals or consents (if any) have been obtained.

TOWN: TOWN OF DRYDEN

by \_\_\_\_\_  
Jason Leifer, Supervisor

COMPANY: ETNA VOLUNTEER FIRE DEPARTMENT, INC.

by \_\_\_\_\_  
Linda Fenner, President

**STANDARD FIRE CONTRACT PROVISIONS**

1. The Company shall respond to calls for service, unless the Company is unable to respond because the Company was previously engaged in a response generated by the Tompkins County 911 Center.
2. In consideration of the fire protection, emergency rescue service and emergency medical service given to the territory, the Town agrees to pay to or for the Company for all of the services rendered hereunder, the payment called for herein. No payment will be made until such time as the Town has received this Fire Protection Contract signed by the Company.
3. It is further understood and agreed that for and in consideration of the monies paid by the Town pursuant to this contract the Company shall defend, indemnify and hold harmless the Town on behalf of the Town of Dryden Fire Protection District for any and all liability, causes of action and damages, loss or expense incurred by the Company arising out of the Company's operations including any loss or damage to or expenses incurred in the operation of fire apparatus or other equipment belonging to the Company and the cost of any materials used in connection with any call for assistance, as provided in Section 209(2) of the General Municipal Law. The Town shall defend, indemnify, and hold harmless the Company for any liability, causes of action and damages, loss or expense arising out of the actions of the Town including but not limited to the actions of the Town Fire Coordinator.
4. The Company shall obtain liability insurance covering the Company for commercial general liability, vehicle liability and Fire/Rescue/EMS liability naming the Town as an additional insured and shall provide a certificate of insurance attesting to same to the Town. The Company shall give the Town at least fifteen (15) days notice in the event it receives a Notice of Non-Renewal or Cancellation.
5. With the exception of EMS as described in paragraph 5(a), it is expressly understood and agreed that the number of firefighters and the nature of equipment dispatched in answer to calls, the manner of fighting fires, and other operations at the scene of a fire, accident or other incident to which the Company is called, are matters within the judgment of the chief of the Company and other officers of the said Company who may be in charge at the time, and there shall be no liability upon the Company for any mistake of judgment in connection therewith.

(a) Any Company that chooses to respond to EMS calls shall respond with at least one CFR, EMT or CPR/first aid certified provider.

6. (a) The Company shall provide the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor, a monthly report to include the number of responses, average number of firefighters per response, and the average response time. Upon request, the Company shall provide to the Town any and all incident reporting information the Company may from time to time be required to provide to the State of New York.  
  
(b) The Company agrees that as soon as possible, after January 1, 2024, it shall file with the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor, an up-to-date list of all members of the Company, including a list of the Officers and the Board of Directors. Such list shall also indicate those members who are certified paramedics, interior firefighters, emergency medical technicians (including advanced or basic), and certified first responders.
7. It is hereby agreed that the relation of the Company to the services to be performed by it under this contract shall be that of an independent contractor.
8. In accordance with the provisions of Section 109 of the General Municipal Law, the Company is hereby prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.
9. Parties shall at all times comply with all applicable laws, statutes, codes, rules, and regulations.
10. This agreement is governed by the laws of the State of New York.
11. This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
12. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

13. This agreement shall take effect on the 1st day of January during the term and shall continue in effect for a period of one year, expiring on the 31st day of December of the term.
14. If an audit is required by the laws of the State of New York, or if the Company has otherwise conducted an audit, then the Company shall provide the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor a copy of the audit report required pursuant to General Municipal Law Section 209-z (or its successor statutes, as applicable), prior to September 30th of the year succeeding the end of the fiscal year audited. If an audit is not required, or it is not available, then prior to September 30th of the year immediately after the end of the fiscal year, the Company shall provide the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor a statement of such prior fiscal year's Income and Expense and a statement of Assets and Liabilities as of December 31st of such year. The Town may in either of the foregoing instances require its own independent audit of the financial affairs of the Company for the present and/or prior years as the Town may determine. The form and content of the Town required audit, and Certified Public Accountant performing such audit, shall be determined and chosen by the Town. The Town shall pay for the services, costs, and disbursements of such auditor and the Company shall have no responsibility for any such items. The Company agrees to make diligent and reasonable efforts to fully, completely, and timely comply with reasonable requests of the Certified Public Accountant performing such Town required audit for the production of all records, receipts, bills, vouchers, contracts, bank statements, checks, financial statements, and any other similar documents requested by such person.
15. It is agreed and understood that the Town of Dryden will provide workers compensation (VFBL) coverage for Etna Volunteer Fire Department, Inc.
16. The Company agrees to work with the Town Board through the Town Fire Coordinator ("Coordinator") on any non-operational matters delegated to the Coordinator by the Board. The intent is for the Coordinator to act on behalf of the Town Board as a resource to assist the department in providing the fire protection and emergency services described under this contract to the residents of the Town of Dryden. The Town and the Town Fire Coordinator understand and agree that the Town Fire Coordinator has no authority to interfere in any way with the operational matters of the Company and that the Company Fire Chief or his/her designee has sole authority and responsibility for all operations of

the Company, including but not limited to training, drills, emergency response and operations.

TOWN: TOWN OF DRYDEN

by \_\_\_\_\_  
Jason Leifer, Supervisor

COMPANY: ETNA VOLUNTEER FIRE DEPARTMENT, INC.

by \_\_\_\_\_  
Linda Fenner, President

ADDITIONAL PROVISIONS

1. Payment shall be made in the month that all requirements for that payment are met by the Company. All documentation must be received by the 1<sup>st</sup> of the month so that payments can be included in the abstract for that month.

(a) Payment, in the amount of \$241,000 will be made by the Town to the Company once the Town receives the following:

- Fully Executed Copy of 2024 Agreement (signed by all parties)
- Current Certificate of Insurance - Clause 4
- 2023 Monthly Call Reports - Clause 6(a)
- Current List of Officers, Members, and Board of Directors as of January 1, 2024, with Member's Qualifications - Clause 6(b)

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