

**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 two payments)

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 16, 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 16, 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, INCORPORATED

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

## STANDARD FIRE CONTRACT PROVISIONS

1. The Company shall use its best efforts to respond to all calls for service generated by the Tompkins County 911 Center, responding promptly with suitable apparatus, equipment, and qualified and trained personnel. The Company shall keep and maintain, in good repair, suitable and adequate firefighting and EMS response apparatus, together with all equipment necessary to discharge its responsibilities under this agreement.
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.
4. The Company agrees that it will assume full responsibility for injuries to persons or property or deaths resulting from negligence in the operation of any such equipment while answering any such calls, and will obtain liability insurance therefor. The Company shall provide the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor with a Certificate of Insurance evidencing the existence of such insurance, which Certificate shall name the Town as an additional insured. Such Certificate shall also provide for fifteen (15) days prior written notice to the Town of the cancellation or failure to renew such policy.
5. With the exception of EMS as described in paragraph 5(a), and paragraphs 29 and 30, 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) The Company will not allow its EMS or rescue vehicle(s) to respond to any EMS calls without at least one member with a current EMT, CFR, or CPR/first aid certification.

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. The Company shall also provide a complete list of calls where there was no apparatus response from the Company, and if another department covered the call, showing which one.

(b) The Company agrees that as soon as possible, after January 1, 2024, and between June 15 and June 30, 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, denoting their status (Active, Probationary, Support, Life, On Leave, Social, Auxiliary, etc...). The list shall also identify all members currently serving as officers, including line officers, board members, Secretary, and Treasurer. Such list shall also indicate those members who are currently certified as NYS paramedics, emergency medical technicians, or certified first responders. The Company at the same time shall provide a list of all members who are certified as interior firefighters, denoting the dates each passed their required physical exam and SCBA fit test. The Company shall also provide a list showing which members are certified to drive and operate each separate piece of apparatus in their Department.

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. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either

- party, this contract shall be physically amended.
10. The Company acknowledges that it is subject to the provisions of the Open Meetings Law (Public Officers Law Article 7) and the Freedom of Information Law (Public Officers Law Article 6).
  11. The Company shall at all times comply with all applicable laws, statutes, codes, rules, and regulations.
  12. This agreement is governed by the laws of the State of New York.
  13. 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.
  14. 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.
  15. 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. In the event the parties have not executed a successor agreement prior to expiration of this agreement, and neither party has otherwise notified the other of its intent to not renew, then this agreement shall continue into the successive calendar year until such time as a renewal agreement is finalized between the parties.
  16. 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 June 30<sup>th</sup> 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 June 30<sup>th</sup> 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 31<sup>st</sup> 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.

17. (a) The Company will adopt and provide to the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor, a purchasing policy that follows the best practices as recommended by the New York State Comptroller for volunteer fire companies, and thereafter adhere to such policy in all procurements.

(b) In order to qualify for reimbursement under the SAFER grant, the Company shall adopt a procurement policy approved by the administrator of the SAFER grant.

18. The Company agrees to cooperate fully with the authority having jurisdiction regarding all required inspections and needed repairs for all of their facilities.

19. It is agreed and understood that the Town of Dryden will provide workers compensation (VFBL) coverage for Etna Volunteer Fire Department.

20. (a) Persons applying for membership in the Company shall be subject to the background checks required by Not-for-Profit Corporation Law 1402(c)(5).

(b) The Company agrees that its by-laws shall require an affirmative obligation by its members to report to the Company's Chief certain events which may subject such member to discipline by the Company. Reportable events are:

(i) Such member becomes subject to any order of protection;

(ii) Such member is charged with or indicted for any crime involving alcohol or illegal drugs;

(iii) Such member's license to operate a motor vehicle is suspended or revoked, but only if such member is authorized to operate the Company's vehicles.

(c) The Company's by-laws shall also provide that upon receipt of such member's report, the Company shall determine whether or not such member shall be reprimanded, suspended, expelled from membership, or otherwise disciplined. The by-laws shall require that the company's determination shall be

in accordance with the criteria in Correction Law §§752 and 753.

21. (a) The Company shall review annually and maintain a Discrimination and Harassment Policy that follows, at the minimum, the New York State Department of Labor sample policy. The Company may use the New York State Department of Labor's sample policy or obtain a policy template from another source that follows the current guidelines from the New York State Department of Labor. A copy of such policy shall be filed with the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor. Any changes in the policy shall be filed with the Town by June 1<sup>st</sup> in the year following the adoption of such changes.  
  
(b) All members will participate in an annual training course covering the policy. The Company will provide the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor a list of members who have completed the annual training in the past twelve months on or before June 30, 2024.
22. The Company shall provide written documentation to the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor, as soon as possible after January 1<sup>st</sup> of each contract year, a complete record of each members training, including the name of the course or lesson and the hours in attendance, for the prior year. Additionally, the Company shall provide the same records of each member's training for January 1, 2024, through June 30, 2024, prior to receiving their final payment from the Town.
23. The Company agrees to have and maintain a rescue squad for the term of this contract, and further agrees to respond to all EMS calls that it is dispatched to in its assigned territory.
24. For the duration of this Agreement, the Company agrees to continue in and maintain any and all automatic mutual aid agreements that it was a party to as of November 1, 2023, with any other fire departments providing service to any location(s) within the Town of Dryden. The Company further agrees that it will not reduce any such automatic mutual aid agreements without prior written notice to, and approval from, the Town, which the Town will not unreasonably withhold. If the Town Board has not taken action within thirty (30) calendar days after receipt of notice of any proposed amendment, then the Town will be deemed to have given approval of such amendment.
25. The Company agrees to work with the Town Board through the Town Fire Coordinator ("Coordinator") on any 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.

26. The Company agrees that the Company and all officers will deal honestly with and provide accurate information to the Town of Dryden and the Town Fire Coordinator.
27. The Company agrees to participate in a strategic planning training session sponsored and scheduled by the Town. The Company will thereafter prepare a brief strategic plan that includes, but is not necessarily limited to, a Strengths-Weaknesses-Opportunities-Threats analysis and benchmarks for improvements. Such strategic plan will be provided to the Town Fire Coordinator and the Confidential Secretary to the Town Supervisor within ninety (90) days of the training session.
28. The Company agrees to make all payments and perform all agreements required of the Company in any of its loan documents including any security agreements and to immediately notify the Town in writing in the event that any monthly payment is not paid when due or in the event any lender declares the Company to be in default of any requirement of such loan documents or security agreements.
29. The Company agrees that it will have appropriate apparatus respond with appropriately trained firefighters on board, to any reported structure or vehicle fire call within the Town of Dryden that it is dispatched to within 10 (ten) minutes of the initial dispatch, for at least 80% of those calls. The Company further agrees to respond to all EMS calls that it is dispatched to, with their light rescue vehicle staffed with at least one member with a current NYS Basic EMT, NYS Certified First Responder, or current CPR/First Aid certification, within 10 (ten) minutes of the initial dispatch of all EMS calls, for at least 90% of their EMS calls within the Town of Dryden.
30. The Company further agrees that should they not meet either of the minimum standards set forth in paragraph 29 for the period of January 1, 2024 through June 30, 2024, using data generated by the Tompkins County Department of Emergency Response, that the Town may exercise their rights under this agreement to not pay Payment 2, as spelled out in this agreement, and may further choose to terminate this agreement and contract with another fire company or companies to provide a minimum level of service for the remainder of this agreement. Should the Town refuse to make the second payment, the contract shall be deemed terminated and the Company may cease to provide services under this contract.



TOWN: TOWN OF DRYDEN

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

COMPANY: ETNA VOLUNTEER FIRE DEPARTMENT, INCORPORATED

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

## PAYMENTS CHECKLIST

1. Payments 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 1, in the amount of \$80,000, will be made by the Town to the Company once the Town receives the following:

- Fully Executed Copy of 2024 Agreement
- Current Certificate of Insurance - Clause 4
- 2023 Chief's Reports - Clause 6(a)
- Current List of Officers and Members as of January 1, 2024, with Member's Qualifications - Clause 6(b)
- Copy of Adopted Purchasing Policy - Clause 17
- Copy of Updated Discrimination and Harassment Policy - Clause 21(a)
- 2023 Training Records - Clause 22

(b) Payment 2, in the amount of \$161,000, will be made by the Town to the Company once the Town receives the following:

- Current Certificate of Insurance - Clause 4
- 2024 Chief's Reports (January-June) - Clause 6(a)
- Current List of Officers and Members as of June 1, 2024, with Member's Qualifications - Clause 6(b)
- 2023 Assets & Liabilities and Income & Expense Statements Provided by Company OR Town Completed Audit Report of 2023 for Company - Clause 16
- List of Members who Completed Discrimination and Harassment Training - Clause 21(b)
- 2024 Training Records (January-June) - Clause 22
- Strategic Plan - Clause 27

TOWN: TOWN OF DRYDEN

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