

FIRE PROTECTION CONTRACT

PARTIES: (1) TOWN - which for the purposes of this agreement 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 2004.

PAYMENT: \$185,025.00

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 includes all the territory of the Town outside the incorporated areas of the Village of Dryden and Village of Freeville.

(2) The Company was established according to law on or about July, 1953.

(3) A public hearing was held on November 5, 2003 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 service 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 March 11, 2004.

(7) The Company was authorized to enter into this agreement by a resolution duly adopted on April 1<sup>st</sup>, 2004.

AGREEMENT:

(1) The Town hereby agrees and contracts with the Company for fire protection and emergency and rescue service in the territory for the term and payment herein expressed and the Company agrees to furnish fire protection and emergency and rescue 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 (if any) 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 Steven Trumbull  
Steven Trumbull, Supervisor

COMPANY: VARNA VOLUNTEER FIRE COMPANY,  
INC.

by Cliver B. Habicht  
Cliver B. Habicht, Chairperson

## STANDARD FIRE CONTRACT PROVISIONS

1. The Company will respond to any call for the extinguishment of a fire or to any call for its emergency rescue and first aid squad occurring in the territory, unless the Company is unable to respond to such call because of a serious conflagration or other emergency to which it has previously responded.
2. In consideration of the fire protection and emergency rescue 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 as owner of the equipment to be used in answering calls for assistance in the Town, 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 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. 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.
- 6(a) The Company shall provide to the Town any and all such incident reporting information as the Company may from time to time be required to provide to the State of New York. The information that shall be provided shall be in such form and shall contain such information as required by the State of New

York. All such information shall be provided in writing, at least once per month and in a form in accordance with form DOS-438, (a copy of which is attached hereto as Schedule A), and subsequent amendments thereto.

- (b) The Company agrees that monthly it shall file with the Town Clerk of the Town of Dryden 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, emergency medical technicians (indicating advanced or basic) and certified first responders.
7. It is hereby mutually covenanted and 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, expiring on the 31st day of December of the term.

16. In addition to the payment to the Company provided for in this Fire Protection Contract, the Town agrees to reimburse the Company for: a) the Company's purchase of OSHA approved turnout gear; b) training; c) OSHA mandated physicals for firefighters; d) public education and public assistance expenses. The reimbursement shall be 50% of the total amount spent for such gear, training, physicals, education or public assistance with a maximum reimbursement by the Town of \$5,000.00. Request for payment must be submitted by voucher accompanied by written proof of the expenditures by the Company. Payment shall be made by the Town to the Company within forty-five (45) days of receipt of such voucher and proof.
17. The Town may request an independent audit or review, no more than once per year, of the financial affairs of the Company for the present and/or prior years as the Town may determine. The form, content and Certified Public Accountant performing such audit or review shall be determined by the Town. The Town shall pay for the services, costs and disbursements of the auditor and the Company shall have no responsibility for any such items. The Town shall pay the direct costs of the Company related to such audit or review not to exceed \$1,000.00, which costs are to be documented by the Company. 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 audit or review for the production of all records, receipts, bills, vouchers, contracts, bank statements, checks, financial statements and any other similar documents requested by such person.
18. The Company agrees to establish a capital equipment reserve account to purchase capital equipment. The Company agrees that \$53,908.00 of the first payment made under this contract shall be deposited into said account and the use of such funds shall be restricted by the Company to capital equipment purchases and to borrowing from for only unforeseen emergency major expenses.

TOWN: TOWN OF DRYDEN

by Steven Trumbull  
Steven Trumbull, Supervisor

COMPANY: VARNA VOLUNTEER FIRE COMPANY,  
INC.

by Oliver B. Habicht  
Oliver B. Habicht, Chairman

ADDITIONAL PROVISIONS

1. Payment will be made by the Town to the Company as follows:

February 20, 2004	- \$140,919.00
July 20, 2004	- \$ 14,702.00
September 20, 2004	- \$ 14,702.00
November 20, 2004	- \$ 14,702.00

TOWN: TOWN OF DRYDEN

by *Steven Trumbull*  
Steven Trumbull, Supervisor

COMPANY: VARNA VOLUNTEER FIRE COMPANY,  
INC.

by *Oliver B. Habicht*  
Oliver B. Habicht, Chairperson

ATTACH INCIDENT REPORT FORM DOS-348 (3/87)

