

**TOWN OF PUTNAM VALLEY CONTRACT WITH PUTNAM VALLEY
VOLUNTEER FIRE DEPARTMENT FOR THE YEARS 2020-2025**

AGREEMENT made this _____ day of _____, effective as of January 1, 2021 and ending December 31, 2025, by and between the Town of Putnam Valley, a municipal corporation being a political subdivision of the State of New York, having its principal office in the Town of Putnam Valley, Putnam County, New York, on behalf of the Putnam Valley Fire Protection District, hereinafter called the "TOWN" and the Putnam Valley Volunteer Fire Department, Inc., a duly incorporated volunteer Fire Department, a not for profit corporation consisting of residents of the said Town of Putnam Valley, with its principal offices in the Town of Putnam Valley, Putnam County, New York, hereinafter called the "FIRE DEPARTMENT."

WITNESSETH:

WHEREAS, the TOWN, in order to protect the lives and property of the people of the Town of Putnam Valley and provide for their personal safety, has heretofore in accordance with law, duly established a fire protection district encompassing the entire Town, known as the PUTNAM VALLEY FIRE PROTECTION DISTRICT; AND

WHEREAS, the FIRE DEPARTMENT warrants and represents that it has sufficient trained personnel and equipment to adequately protect said fire district; and

WHEREAS, fire protection coverage by the FIRE DEPARTMENT is to encompass all of the Town of Putnam Valley; and

WHEREAS, the Town wishes to contract with the FIRE DEPARTMENT for the furnishing of fire protection to said district for the period of time from January 1, 2021 through December 31, 2025; and

WHEREAS, the FIRE DEPARTMENT pursuant to Town Law 184 has provided the following to the TOWN prior to commencement of negotiations on this Agreement:

(1) the FIRE DEPARTMENT's most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law;

(2) the FIRE DEPARTMENT's most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;

(3) the FIRE DEPARTMENT's most recent internal revenue service form 990;

(4) the FIRE DEPARTMENT's most recent annual report pursuant to section thirty-a of the general municipal law; and

WHEREAS, a public hearing was held at the Town Hall on _____, after due publication of notices of such hearing; and such hearing having been called for the purpose of aiding in the determination of whether or not a contract should be made between the said TOWN and the FIRE DEPARTMENT for further fire protection; and

WHEREAS, after such meeting of the Town Board of the Town of Putnam Valley on _____, the TOWN, by Resolution # _____(a copy of which is annexed), duly authorized this Agreement with the FIRE DEPARTMENT for fire protection to said Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the governing board of the FIRE DEPARTMENT pursuant to Resolution # _____(a copy of which is annexed)

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

1. The FIRE DEPARTMENT agrees to furnish fire protection and other services as set forth in EXHIBIT A annexed hereinafter referred to cumulatively as "Fire Protection" to the entire

Town of Putnam Valley for a period of five (5) years beginning January 1, 2021 and up to and including December 31, 2025. Said Fire Protection is to be furnished by the FIRE DEPARTMENT to the TOWN and to all of its inhabitants and others within the area described herein upon the terms and conditions set forth herein.

2. The FIRE DEPARTMENT shall, at all times during the life and term of this Agreement, be subject to and shall respond to calls for attendance at any and all fires and other occurrences covered under this Agreement occurring in the area as outlined in this agreement.

3. When notified by alarm or in any other manner from any person within the district of a fire or other covered occurrence within the district, said FIRE DEPARTMENT shall respond and attend upon the fire or other occurrence without delay with its apparatus and with suitable and appropriate personnel and equipment.

4. The FIRE DEPARTMENT agrees to furnish suitable apparatus and appliances for the furnishing of Fire Protection in such Fire Protection District and when notified by alarm or in any other manner, of a fire within said Fire District, the FIRE DEPARTMENT will respond and attend upon the fire, or other occurrence without delay with suitable apparatus and appliances and that the members of the FIRE DEPARTMENT shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith.

5. It is further understood and agreed that the FIRE DEPARTMENT shall provide mutual aid when requested; however, except for such mutual aid obligations, the FIRE DEPARTMENT shall not provide Fire Protection services to any other municipality, fire protection district, fire district, fire department, or any other public or private party.

6. The FIRE DEPARTMENT further agrees to maintain and operate two (2) or more fire engines at the main firehouse at 12 Canopus Hollow Road, adjoining the Town Hall in Putnam Valley; and further agrees to maintain and operate one additional fire engine at the firehouse located at Tompkins Corners in the Town of Putnam Valley. At such time as the main firehouse shall be located at the proposed new

firehouse located at #_TBD Oscawana Lake Road tax map number 72.20-1-7.12, or elsewhere, the FIRE DEPARTMENT shall maintain the fire engines and other equipment presently maintained at the firehouse adjoining Town Hall in the new firehouse.

7. At such time as the proposed new firehouse is completed and ready for occupancy, the term of the existing Lease between the TOWN and the FIRE DEPARTMENT for the Firehouse adjoining the Town Hall, at the option of the TOWN, shall terminate, and the FIRE DEPARTMENT shall promptly vacate such premises and turn same over to the TOWN in the manner and condition provided in the said Lease.

8. The TOWN shall provide and pay for Workers' Compensation Volunteer Firemen's Benefits and offer Length of Service Award Program (LOSAP) service credits for the benefit of Fire Department personnel.

9. The FIRE DEPARTMENT agrees that it will obtain and maintain in force throughout the term of this contract adequate and suitable public liability, bodily injury, death, and property damage insurance policies, including automobile, for the benefit and protection of the said FIRE DEPARTMENT. Such policies shall also name the TOWN as an additional insured, and a certificate(s) of insurance, suitably endorsed, shall be delivered to the Supervisor of the Town of Putnan Valley upon the signing of this Agreement, and upon each renewal of said policy, and shall remain in the custody of the Town Clerk. Such insurance shall be in the sum of at least \$5,000,000 combined single limit and \$5,000,000 for a multiple accident. Thirty days cancellation notice to the Town shall be required on said policies, and such policies shall remain in full force and effect throughout the Term of this Agreement.

10. Upon execution of this agreement and submission of certificate of insurance, the TOWN agrees to pay the FIRE DEPARTMENT the following amounts, (which include increases of 1.25% in year two (2), 1.50% in year three (3), and 2% increases in years four (4) and five (5)), as follows:

- a. Year 2021 total of \$1,259,000 - payment of \$314,750 (25%) on February 1, 2021 and

payment of \$944,250. (75%) on March 15, 2021;

b. Year 2022 total of \$1,274,737.50 -payment of \$318,684.50 (25%) on February 1, 2022 and payment of \$956,053.00 (75%) on March 15, 2022;

c. Year 2023 total of \$1,293,858.56 -payment of \$323,464.56 (25%) on February 1, 2023 and payment of \$970,394.00 - 75 (75%) on March 15, 2023;

d. Year 2024 total of \$1,319,736.00 -payment of \$329,934.00 (25%) on February 1, 2024 and payment of \$989,802.00 (75%) on March 15, 2024; and

e. Year 2025 total of \$1,346,130.00 – payment of \$336,532.50 (25%) on February 1, 2025 and payment of \$1,009,597.50 (75%) on March 15, 2025.

11. In the event that, at any time after the execution of this Agreement, or during the term of this Agreement, the FIRE DEPARTMENT receives a grant, gift, donation, or bequest for the construction of the new firehouse in excess of \$50,000.00 in any given year, then the proceeds of such grant shall be applied to the payment of the bond/mortgage/building loan taken out, or to be taken out, by the FIRE DEPARTMENT to construct the firehouse; and the payment by the Town for Fire Protection under this Agreement shall be reduced by the same dollar amount that the monthly principal and/or interest payment on such bond/mortgage/building loan is reduced or, if applied, would otherwise be reduced by the dollar amount of the said grant, gift, donation or bequest.

12. At the expiration of this Agreement the TOWN shall have the option to renew this Agreement for an additional five (5) year term upon reasonable terms and conditions.

13. In the event that an unforeseeable new and not previously existing unfunded mandate is/are enacted and becomes effective during the term of this Agreement by OSHA, PESH, NFPS, Office of Fire Prevention or any other governing body that individually or in total result in a verifiable increase in operating costs of the FIRE DEPARTMENT the existing operating costs, and satisfactory proof of such increase is provided to the TOWN; then and in that event half of such increased operating expenses shall be

paid by the Town to the extent they apply to the remaining term of this Agreement subsequent to such increase in operating expenses (and shall be prorated if necessary). In the event of a dispute over the provisions of this Agreement, the dispute shall be resolved by Arbitration. However, despite such dispute, the FIRE DEPARTMENT shall continue to provide Fire Protection to the TOWN until such dispute is resolved at the then existing rate.

14. The TOWN and the FIRE DEPARTMENT shall comply with all applicable laws and regulations in carrying out their duties under this Agreement. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement. If any such provision is not inserted through mistake or otherwise, then upon application of either party, this Agreement shall be amended to make such insertion.

15. This Agreement shall constitute the entire agreement of the parties related to its subject matter, and shall supersede any previous oral or written understandings. Furthermore, it may only be amended by a written agreement signed by the parties.

16. The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice versa.

17. All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties' addresses set forth above. Notices to the Town shall be directed to the Supervisor, and to the Fire Protection District shall be directed to the President of the FIRE DEPARTMENT.

18. This Agreement may not be assigned without the consent of the other party.

19. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors, and assigns.

20. No rule of construction shall be applied to construe any ambiguities in this Agreement against the draftsman.

21. This Agreement shall be governed by the laws of the State of New York.

22. If any provision of this Agreement is determined to be invalid or unenforceable, that shall not

affect the validity or enforceability of the remaining portions of this Agreement.

23. This Agreement may be executed in multiple counterparts, and the counterparts, when combined, shall form and constitute a complete agreement. The parties further agree that facsimile signatures shall be acceptable to bind the parties.

TOWN OF PUTNAM VALLEY

PUTNAM VALLEY FIRE DEPARTMENT

EXHIBIT A
DESCRIPTION OF SERVICES

Extinguishment of fires in the District; attending to flooded buildings; attending to automobile accidents, and traffic management at motor vehicle accidents and closures of State and Local highways in the District; mutual aid to other fire companies in the area according to custom and practice; inspections of buildings and properties in the fire protection district for the purposes specified in and as authorized by sections eight hundred seven-a and eight hundred seven-b of the education law, subdivision four of section three hundred three of the multiple residence law, and section one hundred eighty-nine of the town law; and such other services as have been previously provided by the Company to the District.