

The Town of Denmark Town Board held a special meeting on February 7, 2023. The meeting was called to order by Supervisor Doyle at 5:47pm. Councilman Fazio led those present in reciting the pledge of allegiance.

Town Clerk Prudence Greene completed a roll call of the Town Board as follows:

Council member Fred Wadsworth	present
Council member Frank Fazio	present
Council member Peter Jones	absent
Council member Darlene Rowsam	absent
Supervisor Scott Doyle	present

Also present were the following:

Town Clerk Prudence Greene
Jeffrey Nevills

Councilman Wadsworth made a motion to accept the prepared agenda. His motion was seconded by Councilman Fazio. Vote recorded as all ayes.

Councilman Wadsworth offered a resolution, seconded for adoption by Supervisor Doyle, as follows:

Resolution 25 of 2023: Appoint alternate Bailiff Jeffrey Nevills

The Town of Denmark Town Board hereby appoints Jeffrey Nevills as the alternate court bailiff term of office to be 02/07/2023 – 12/31/2023.

Council member Fred Wadsworth	aye
Council member Frank Fazio	aye
Supervisor Scott Doyle	aye
Council member Peter Jones	absent
Council member Darlene Rowsam	absent

Discussion was held about the Town Justice vacancy. Justice Lumley resigned effective 01.18.2023. The Town Board may make an appointment to the position until 12.31.2023. The position will be on the ballot for the 11.07.2023 general election.

Councilman Fazio made a motion to advertise for Town of Denmark residents interested in being appointed to serve as a Town of Denmark Justice until 12/31/2023. His motion was seconded by Councilman Wadsworth. Vote recorded as all ayes.

Discussion was held on language changes to the Town of Rutland Fire Contract. None of the terms, conditions, or financial compensation have been changed and Atty Burrows has advised that a new public hearing is not needed.

Councilman Wadsworth offered a resolution, seconded for adoption by Supervisor Doyle as follows:

Resolution 26 of 2023: Approve “wording” changes to the Town of Rutland Fire Contract per their request.

The Town of Denmark Town Board hereby adopts the following as the 2023 fire protection contract between the Town of Denmark and the Town of Rutland Fire District as follows:

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223R
EFFECTIVE DATES 1/1/2023 – 12/31/2023**

THIS AGREEMENT, made the ____ day of _____, 20____, by and between the Town of Denmark, a municipal corporation situated in the County of Lewis, State of New York (hereinafter called the “Town”), and the Town of Rutland Fire District, which is the Governing Body for The Rutland Fire Company, whose address is PO Box 626, Black River, NY 13612, organized and existing under the laws of 1the State of New York and having their principal place of business in Jefferson County, New York, the party of the second part (hereinafter referred to as “Rutland Fire District”)

WITNESSETH:

WHEREAS, there has been duly established in said Town of Denmark a fire protection district known as “DENMARK FIRE PROTECTION DISTRICT 223R”, hereinafter called the “District 223R”, embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and

WHEREAS, the Rutland Fire District has within the entire municipality of the Town of Rutland and has a fire company capable of providing fire protection and rescue services to the Town; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town; and

WHEREAS, the Fire Department maintains adequate and suitable apparatus and equipment for the furnishing of fire protection of said district; and

WHEREAS, a public hearing has been held by the Town of Denmark Town Board on the contract on the ___ day of _____, 20__;

“WHEREAS, The Town has thereafter authorized this contract pursuant to Town Law §184; and

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WHEREAS this contract has been duly authorized by the Board of Commissioners of the Rutland Fire District”

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

Fire Department will provide the Town with fire protection and rescue services within the Town’s Fire Protection District 223R. Fire protection shall be defined as it is in §184 of the Town Law but shall not include inspection of buildings and properties in the Town’s Fire Protection District for the purposes specified in Town Law §§ 184(9) § 189 and Multiple Residence Law § 303(4). Fire Protection shall not include the provision of general ambulance services.

Fire Department represents and warrants that at all times throughout the term of this Agreement, it shall maintain adequate and suitable apparatus and equipment for the furnishing of fire protection of said Fire Protection District.

The District shall be divided into three (5) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement, said zones being designated by **Denmark Fire Protection District 223R (Protected by Rutland Fire Company)**, Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department) and Denmark Fire Protection District 223C (Protected by Village of Castorland Fire Company), Fire Protection District 223WC (protected by the West Carthage Fire Department). The Rutland Fire Company shall be subject to call for attendance upon any fire occurring in the district’s above assigned to it, and when notified of a fire therein shall respond and attend upon the fire with all possible speed and with suitable equipment and personnel and shall proceed diligently to effect the extinguishments of the fire and the saving of life and property in connection therewith.

Each of the aforesaid Fire Companies and Departments shall also be subject to call for attendance upon any fire occurring in either district not assigned to it above for purpose of assisting Fire Company or Department assigned to that Fire District. whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on January 1, 2023, and shall continue until December 31, 2023 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay Rutland Fire District those amounts as provided in **Schedule A**, payable no later than March 1st of each contract year.

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

Rutland Fire District shall indemnify, defend and hold harmless the Town, its agents, employees, and officers from and with respect to any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses including without limitation any liability imposed on the Town under General Municipal Law of the State of New York, arising out of this Agreement and the provision of fire protection within the Fire Protection District. Nothing in this agreement shall relieve the Rutland Fire District of their obligation to provide benefits to firefighters under the Volunteer Firefighters Benefit Law.

5. INSURANCE

The Town of Rutland Fire District, at its own expense, shall throughout the term of this Agreement, obtain and maintain comprehensive public liability and property damage insurance in the amount of at least **\$2,000,000.00** for personal injury and \$500,000.00 for property damage, within 30 days of the execution of the contract. Moreover, at all times throughout the term of this Agreement, the Rutland Fire District, at its sole expense, shall maintain Workers’ Compensation Insurance, disability benefits insurance and each other form of insurance which the Fire Department is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Fire Department. All such insurance shall name the Town as an additional insured and shall provide that it may not be canceled or altered without at least thirty (30) days prior written notice to the Town. The Contractor and the Town of Rutland Fire District shall deliver to the Town copies or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Fire Department shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town.

7. GROUNDS FOR TERMINATION

The Rutland Fire District may terminate this Agreement upon the Town’s failure to deliver the monies due under this Agreement by the date due, so long as Town of Rutland Fire District first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, the Rutland Fire District may provide Town with written notice of the date it will cease providing services. The Rutland Fire District shall remit the pro-rata portion of funds for the portion of the contract remaining at the time of such termination.

Town may terminate the contract after providing the Rutland Fire District with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Rutland Fire District shall remit the pro-rata portion of funds paid by the Town for the portion of the contract remaining at the time of such termination.

8. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their corporate offices, to the attention of the Chairman Brian Tanner, for the Fire Department and to the attention of the Supervisor of the Town.

9. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

10. WAIVER

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No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

12. FURTHER ASSURANCES

The parties shall execute and deliver the following documents and or assurances:

- Including Monthly Meeting Minutes, Board Meeting Minutes to: supervisordoyle@townofdenmarkny.org
- The Rutland Fire District will provide annual documentation by notarized letter stating each firefighter’s name and documented training and approved job tasks for said firefighter. (We don’t need certificates)
- The Town of Rutland Fire District will provide annual budget by October 1, 2023.
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

14. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Lewis in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

16. NO ASSIGNMENT

In accordance with the provisions of Law §109 of the General Municipal Law of the State of New York, both parties are hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of the other party. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

Town of Rutland Fire District, Fire Protection District 223R, Schedule A: \$16,680

Council member Fred Wadsworth	aye
Council member Frank Fazio	aye
Supervisor Scott Doyle	aye
Council member Peter Jones	absent
Council member Darlene Rowsam	absent

Discussion was held on records management. At this time it was decided that the records management needs will be evaluated and considered over the summer and discussed again later in the fall to decide if a grant should be sought for records management. Councilman Fazio made a motion, seconded by Councilman Wadsworth, to table the discussion until the October 16, 2023, regular monthly meeting. Vote recorded as all ayes.

At 5:56pm Supervisor Doyle made a motion to enter an Executive Session for a matter of Attorney / Client privilege. His motion was seconded by Councilman Fazio. Vote recorded as all ayes.

Clerk Greene and Jeffrey Nevills exited the meeting.

At 6:14pm Councilman Wadsworth made a motion to exit the Executive Session. His motion was seconded by Councilman Fazio. Vote recorded as all ayes.

Councilman Wadsworth made a motion to adjourn the meeting and it was seconded by Councilman Fazio. Vote recorded as all ayes.

Meeting adjourned at 6:15pm.

Prudence L. Greene
Town of Denmark Town Clerk