

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223R
EFFECTIVE DATES 1/1/2024 – 12/31/2024**

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, and (The Felts Mills Fire Company, Main St, Felts Mills, NY 13638) organized and existing under the laws of the 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 "Town of 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 Town of 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 Town of Rutland Fire District 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

WHEREAS this contract has been duly authorized by the Board of Commissioners of the Town of 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

The Town of Rutland Fire District 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.

The Town of Rutland Fire District 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 Fire District shall be divided into five (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**

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Protection District 223R (Protected by Town of Rutland Fire District), 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 Village of West Carthage Fire Department). The Town of Rutland Fire District 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 affect the extinguishments of the fire and the saving of life and property in connection therewith.

Each of the aforesaid Fire Districts, 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, 2024, and shall continue until December 31, 2024 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay The Town of 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

The Town of 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 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.

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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 payments, documents and or assurances:

- Including Monthly Fire Company Meeting Minutes, Board Meeting Minutes to:
TownClerk@townofdenmarkny.org
- The Town of Rutland Fire District will provide annual documentation stating each firefighter's name and documented training and approved job tasks for said firefighter.
- The Town of Rutland Fire District will provide annual budget by October 15, 2024.
- 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.
- The Town of Denmark will issue Foreign Fire Insurance Fund Disbursements to The Town of Rutland Fire District. The Town of Rutland Fire District will be responsible for disbursement of the Foreign Fire Insurance Funds (2% Monies) in accordance with the NY State Comptrollers Regulations.

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.

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6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, the Fire District 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 Town of 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 Town of Rutland Fire District may provide the Town with written notice of the date it will cease providing services. The Town of 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

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 all other rights or remedies now or hereafter existing at law or in equity.

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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.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Denmark

Scott M. Doyle, Supervisor

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me
personally came **Scott M. Doyle**, to me known and known to me to be the person described in and who
executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Town of Rutland Fire District

Brian Tanner, Commissioner Chairman

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me
personally came **Brian Tanner**, to me known and known to me to be the person described in and who
executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

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Town of Rutland Fire District, Fire Protection District 223R, Schedule A: \$39,946

Total: \$39,946