

Copenhagen Clerk

From: Prudence Greene <TownClerk@townofdenmarkny.org>
Sent: Thursday, November 4, 2021 11:36 AM
To: Fred Wadsworth; Frank Fazio; James Der; Peter Jones; Scott Doyle; Mark Souva; Shareef Stokely; Gerald Snyder; bshambomr@gmail.com; Kim Vogt
Cc: Copenhagen Clerk
Subject: Proposed Fire Contract
Attachments: Revised 2022 Village of Copenhagen Fire Contract copy.docx

Attached please find the proposed fire contract between the Town of Denmark and Village of Copenhagen.

This contract is subject to a Public Hearing being held on Monday, November 15, 2021 at 6:05pm. It replaces the contract emailed to you on October 19, 2021.

Prudence L. Greene

Town of Denmark Town Clerk

Phone 315-493-3846 ext 1

Fax 315-493-4809

Check us out online at townofdenmarkny.org

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF COPENHAGEN
EFFECTIVE DATES 1/1/2022 – 12/31/2022**

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 Village of Copenhagen, which is a municipal corporation, organized and existing under the laws of the State of New York and having their principal place of business in Lewis County, New York, the party of the second part, (hereinafter called the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor has within their municipality a fire department 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____;

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 Village of Copenhagen Fire Department will provide the Town with fire protection and rescue services within the Town's Fire Protection District 223. Fire protection shall be defined as it is in Section 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 and as authorized by Sections 187-a and 183 of the Multiple Residence Law, or Section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

The Village 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 (3) 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 221 (Protected by the Village of Castorland Fire Company), Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department) and Denmark Fire Protection District 223 (Protected by the Village of Copenhagen Fire Department). During the period of this

Contract Year January 1, 2022 – December 31, 2022

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agreement, The Contractor shall be subject to call for attendance upon any fire occurring in the District 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 said Contractors shall also be subject to call for attendance upon any fire occurring in either Zones not assigned to it above for purpose of assisting Contractor assigned to that Zone whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on January 1, 2022 and shall continue until December 31, 2022 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay The Contractor those amounts as provided in **Schedule A**, with \$20,000 payable no later than March 1st and \$20,000 no later than August 1st of 2022.

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

Contractor 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 Contractor of their obligation to provide benefits to firefighters under the Volunteer Firefighters Benefit Law.

5. INSURANCE

The Contractor's Fire Department, 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 \$1,000,000.00 for personal injury and \$500,000.00 for property damage. Moreover, at all times throughout the term of this Agreement, the Contractor, 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 Village Fire Department 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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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 Contractor may terminate this Agreement upon the Town's failure to deliver the monies due the Village of Copenhagen under this Agreement by the date due, so long as the Village first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, The Village may provide Town with written notice of the date it will cease providing services. The Village 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 The Village with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage, to maintain suitable apparatus, equipment, to utilize closest available mutual aid department and shall utilize all personal protective equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Village 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 Mayor, 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 any and all other rights or remedies now or hereafter existing at law or in equity.

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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 documents and or assurances:

- Including Monthly Meeting Minutes, Board Meeting Minutes to: supervisor@townofdenmarkny.org
- The Village of Copenhagen will provide annual statement that Denmark Fire Tax is being utilized to pay the annual payment on Village owned equipment.
- 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 Section 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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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.

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Town of Denmark

James S. Der, Supervisor

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came
James S. Der, 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

Village of Copenhagen

Mark Souva, Mayor

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came
Mark Souva, 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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Copenhagen Fire Department Schedule A: \$20,000 Due March 1, 2022
\$20,000 Due August 1, 2022