

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

THIS AGREEMENT, made the 8th day of February, 2022, by and between the Town of Pinckney, 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, 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

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. 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.

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.

**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 Fire Department those amounts as provided in **Schedule A**, 1<sup>st</sup> payment payable no later than March 31<sup>st</sup> of each contract year.

**4. HOLD HARMLESS & INDEMNITY AGREEMENTS**

Contract Year January 1, 2022– December 31, 2022

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

**5. INSURANCE**

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 Fire Department, 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. Fire Department 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. GROUND FOR TERMINATION**

Fire Department may terminate this Agreement upon the Town's failure to deliver the monies due Fire Department under this Agreement by the date due, so long as Fire Department first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, Fire Department may provide Town with written notice of the date it will cease providing services. Fire Department 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 Fire Department 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. Fire Department 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**



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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 acquiescence is 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, Monthly Financial Reports, Board Meeting Minutes to: supervisor@townofpinckney.org
- Provide Annual Reports showing fund balances for items in budget request earmarked for "Truck, Building & Maintenance, Turnout Gear" to ensure reserves are actually going into those accounts.
- Fire Departments must file a **"statement itemizing the estimated costs of the incorporated fire company attributable to the provision of services under the prospective contract"**. "The estimated costs attributable to the provision of services under the prospective contract itemized in the statement **shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs.**" To be received by August 30, 2022. (Specifically Sections 176 and 184 of the Town Law and section 4-412 of the Village Law)
- Each Fire Department listed a budget line item for annual audits. We would like

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to be copied by August 31, 2022 on Findings of Annual Audit Report of Fire Department Accounts.

- 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.

**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.

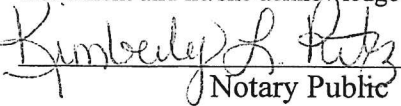
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

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Town of Pinckney

  
Sherry J. Harmych, Supervisor

STATE OF NEW YORK)  
COUNTY OF LEWIS ) SS: On this 3rd day of March, 2022, before me personally came  
Sherry J. Harmych, 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

KIMBERLY L. RITZ  
Notary Public, State of New York  
Qualified in Lewis County  
Reg. No. 01R16209864  
My Commission Expires Aug. 3, 2025

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:

\$15,000 payable in 2 installments

Prior to March 31 2022	\$7500
Prior to June 30 2022	\$7500