

AGREEMENT

THIS AGREEMENT, made the _____, by and between the Town of New Haven, a municipal corporation situated in the County of Oswego, State of New York (hereinafter "Town"), and New Haven Volunteer Fire Corporation, a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Town of New Haven, County of Oswego, State of New York (hereinafter "Corporation").

WITNESSETH:

WHEREAS, Corporation is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection and rescue services to people in the Town of New Haven; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of New Haven in the Town of New Haven Fire Protection District; and

WHEREAS, the Corporation maintains Federal, State and Locally approved adequate and suitable apparatus and equipment for the furnishing of fire protection of said district; and

WHEREAS, the Corporation does not maintain an ambulance and will not provide general ambulance services.

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

1. PROVISIONS OF FIRE PROTECTION SERVICES

Corporation will provide Town with fire protection and rescue services and will remain capable of responding to emergencies on an on-going basis within the Town of New Haven Fire Protection District. Fire Protection shall not include the provisions of general ambulance services.

2. TERM

The term of this Agreement shall be three years, shall commence of January 1, 2026 and shall continue until December 31, 2028 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay Corporation those amounts as provided in Schedule A, payable in full as indicated in Schedule A.

Town shall provide snow removal services for Corporation fire station; Snow removal shall take place at the convenience of Town so as not to interfere with the clearing of roads but insuring access to fire station at all times. Corporation understands and agrees that from time to time the Town may be only able to provide limited snow removal services to Corporation sufficient to allow Corporation to obtain access to Corporation's fire station and equipment as a result of severe weather conditions or equipment failure, and Town agrees to provide, as soon as reasonably possible thereafter, more thorough snow removal services to clear Corporation's entire parking lot. Town will only provide snow removal services with Town plows and will not, under any circumstances, clear snow with snow blowers or by manual shoveling.

Town also shall be responsible for providing those benefits required to be provided by the Town under the Volunteer Firefighters Benefit Law.

4. HOLD HARMLESS AGREEMENT

Town recognizes that Corporation is staffed by volunteers and that Corporation can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Corporation harmless for corporation's failure to provide sufficient manpower at any single incident.

5. INSURANCE

Corporation agrees to maintain liability insurance sufficient to insure itself against claims for all unintentional torts resulting in personal injuries in an amount of no less than Three Million Dollars (\$3,000,000). Corporation agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles in an amount of no less than Three Million Dollars (\$3,000,000.00). Corporation shall name the Town as an additional insured in Corporation's insurance policy and Town shall not be required to make any payments to Corporation due under this contract until Corporation has provided such proof in a form satisfactory to the Town. Further, Town may suspend any payments required under this contract if Town receives notice of termination or cancellation of such policy without proof of replacement thereof. Such policies of insurance shall specifically ensure against the liability assumed hereunder by the Corporation. Should proof of insurance be presented after the 15th day of March of any given year, Town shall remit payment within two (2) days after such proof of insurance is received by Town.

6. documentation to be provided by the corporation to the town

- The Corporation shall provide the following documentation to Town:
- A current listing of officers with contact information, within 15 days of election of officers
- Current listing of all members, annually
- Copy of Corporation's annual budget within 15 days of adoption

- Year end financial statement within 15 days of completion

7. BILLING

The Corporation shall not bill any person for fire protection or rescue services, except as may be permitted by law and expressly approved in writing by the Town. The Town's consent to such billing may be withheld for any reasonable reason.

8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, the Corporation shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town of New Haven Fire Prevention District. Town agrees to defend, indemnify and hold Corporation harmless for any claim, suit, proceeding or action, arising from Corporation's failure to provide adequate or sufficient services to any person or property within such fire protection district's boundaries after this Agreement expires or terminates.

9. GROUND FOR TERMINATION

Corporation may terminate this Agreement upon the Town's failure to deliver the monies due Corporation under this Agreement by the date due, so long as Corporation provides seven (7) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Corporation during this seven-day notice period, Corporation shall not terminate services based upon Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Corporation's ability to deliver fire protection services, or upon failure of Corporation to continuously respond to requests for fire protection or rescue services within the fire protection district's boundaries for a period of no less than two (2) weeks, so long as Town provides Corporation written notice of the date services will no longer be permitted. Corporation shall be provided the opportunity to cure such loss, suspension, or failure, and shall have three (3) days from receipt of notice from the Town to provide such protection under the terms of this Agreement.

10. FUNDRAISING

Town provides advance consent for the Corporation to conduct the following fundraising activities, Chicken Barbecues, Pancake Breakfasts, Dinners, Raffles, Hall Rentals, Catering, Mail Campaigns, and Roadside Boot Drives. Other fundraisers shall be presented to the Town in writing, in accordance with the requirements of the General Municipal Law.

11. 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 the following address:

New Haven Volunteer Fire Corp.
4211 St Route 104
PO Box 53
New Haven, NY 13121

Town of New Haven
Town Supervisor
4279 State Route 104
Oswego, NY 13126

12. SAVINGS CLAUSE

If any provisions of this Agreement are 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.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be constructed as a waiver of such remedy or right, or 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.

14. 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.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, 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.

16. 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.

17. COUNTERPARTS

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

18. GOVERNING LAW

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

19. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Corporation is 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 Town. Any such assignment or disposition without such consent shall be void and unenforceable.

20. ENTIRE AGREEMENT

This Agreement is the entire Agreement among parties and shall not be changed, except by 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 written above.

Town of New Haven

New Haven Volunteer Fire Corporation

By: _____

By: _____

_____, Supervisor

_____, President

Schedule A

In consideration of the furnishings of such services and the use of equipment and apparatus as aforesaid, the Town of New Haven covenants pay for the following terms, the following amounts by the noted dates.

Service Date: 1/1/2026-12/31/2026

Payment Due Date: March 15, 2026

Amount of Contract: \$ 247,554.00

Minus Cost of Snow Plowing: \$ 3,500.00

Amount of Payment Due: \$ 244,054.00

Service Date: 1/1/2027-12/31/2027

Payment Due Date: March 15, 2027

Amount of Contract: \$ 249,995.00

Minus Cost of Snow Plowing: \$ 3,500.00

Amount of Payment Due: \$ 246,495.00

Service Date: 1/1/2028-12/31/2028

Payment Due Date: March 15, 2028

Amount of Contract: \$ 252,460.00

Minus Cost of Snow Plowing: \$3, 500.00

Amount of Payment Due: \$ 248,960.00