

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement"), made effective the 1st day of January 2025 between the TOWN OF **TICONDEROGA**, a municipal corporation situate in the County of Essex, State of New York (hereinafter the "Town"), and the **CHILSON VOLUNTEER FIRE COMPANY, INC.**, a New York Not-for-Profit Corporation, located in the Town of Ticonderoga, County of Essex, State of New York (hereinafter the "Fire Company").

WITNESSETH:

WHEREAS, there has been duly established in the Town a fire protection district known as the "Chilson Fire Protection District" embracing a portion of the geographic territory in the Town of Ticonderoga, (hereinafter the "Fire Protection District") and more specifically described as: "All that portion of the Town of Ticonderoga, which is contained within a three mile radius from Chilson Corners (The Intersection of Route 74 Ticonderoga-Schroon Lake State Highway and the Putts Pond Road, so-called. The easterly boundary of said territory being the portion of the easterly line of the J. Stevenson Patent lying south of Worcester Pond; the northerly line of the Cedar Lots, the westerly line of Lot 15 Stevenson Patent and the easterly line of Lots 110, 102 and 88 Sumnervale Tract. The northerly boundary of said territory being the northerly line of the Town of Ticonderoga west of said easterly boundary above described; and the westerly boundary of said territory being the westerly boundary of the Town of Ticonderoga lying between the North line thereof and the south line of the Paradox Tract; and the westerly line Lot 6, Hague Tract and following south on the westerly line of Folsom's Tract and Lots 150, 173, 174, 188 and 189 of the Ellice Tract, and the southerly boundary of said territory being the south line of Lots 189, 190, 191, 192, 193, 194 and 195 Ellice Tract and the southerly bounds of the Moore Gore to the point of its intersection with the southern most point of the Sloan Gore; thence north along the west bounds of the Sloan Gore and Lot 146 Sumnervale Tract to the place of beginning at the southeast corner of the Stevenson Patent;" and

WHEREAS, the existing fire protection agreement between the Town and the Fire Company will expire on December 31, 2024; and

WHEREAS, this Agreement with the Fire Company is for purposes of providing volunteer fire protection services in the Fire Company's territory and in other areas on a mutual aid basis, through December 31, 2025; and

WHEREAS, the Town Board of the Town of Ticonderoga, after a public hearing duly held pursuant to section 184(2) of the Town Law, duly adopted a resolution authorizing this Agreement with the Fire Company for fire protection in said District, upon the terms and conditions set forth herein; and

WHEREAS, this Agreement was duly authorized by a majority vote of the members of the Board of Directors.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the Town does by this Agreement engage the Fire Company to furnish volunteer fire protection services to the said Fire Protection District as herein provided, and the Fire Company agrees to furnish said fire protection to said District in the manner following, to wit:

1. In consideration of furnishing aid and the use of the Fire Company apparatus as aforesaid, the Fire Company shall receive the sum of **One Hundred five thousand, Two hundred forty (\$105,240.00)** for and during the term of this Agreement and the Town covenants and agrees on behalf of the District to pay the sum of **One Hundred five thousand, Two hundred forty (\$105,240.00)** on or before April 1, 2025. Out of this amount the Town will pay directly to the Fire Company's insurance agent on behalf of the Fire Company for its 2025 PERMA insurance. Prior to issuance of any payment hereunder, the Fire Company will provide the Town Board a list of its current members of the Fire Company and shall update same during the year if there are any changes to said membership list.

2. The Fire Company shall, at all times during the period of this Agreement, maintain and provide adequate and operational apparatus, appliances and equipment, hereafter referred to generally as equipment, for the condition and capabilities of such equipment, as those capabilities apply to the intended use, and that equipment shall be maintained for year round service, and be prepared for and be subject to call for response to and attendance upon any fire or emergency occurring in the territory of the Fire Company when notified by an alarm or telephone call from any person or any fire within the said territory of the Fire Company, and the Fire Company shall respond to the fire or other emergency without delay with all of the Fire Company's equipment and resources that may be necessary and suitable for the control of said fire or emergency, and the saving of life and property.

3. The Town agrees that the Fire Company may respond to calls for mutual aid assistance under the terms and conditions of the laws of New York State concerning mutual aid and any existing mutual aid agreements, and notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to prevent the Fire Company, at its option, from participating in conventions, parades, meetings, and schools of instruction, both within and without the Town of Ticonderoga as the Fire Company deems appropriate.

4. The Fire Company shall use the monies received from the Town pursuant to this Agreement, for only the following purposes and subject to the following conditions:

a) The monies provided pursuant to this Agreement shall be used in accordance with the budget, only to the extent that said budget addresses the sum set forth in Section I, herein, that has been submitted by the Fire Company and is attached hereto as Exhibit A and incorporated herein for all purposes. Any budget transfers shall be documented and maintained by the Fire Company. Any money that is left over in any particular budget line shall be used for any of the following purposes:

- i) As an offset against expenses for the next year, or
- ii) For the purpose of reducing any debt; or
- iii). Placed into a dedicated capital project fund.

b) Notwithstanding anything provided in the budget, it is agreed that none of

the Town funds shall be used for purposes of the payment of banquets or awards, fund raising activities, clothing not used for fire-fighting purposes, compensation or reimbursement for the purchase of telephones by members, wear and tear on members' personal vehicles or personal equipment such as computers or telephones used in connection with Fire Company activities, or payment of compensation to any officers or other members of the Fire Companies, except that these restrictions shall not apply to expenses incurred by members for telephone calls, food and non-alcoholic beverage, and other business expenses related to the Fire Company purposes.

c) The Fire Company shall mail and/or personally deliver the documents identified below, to the Town of Ticonderoga, by September 1, 2025, by sending or delivering the same to the Town Clerk of the Town of Ticonderoga.

i) Copy of the IRS Form 990, prepared for calendar year 2022.

ii) A budget for 2026. A two-year plan that projects future capital needs and expenditures, including that for anticipated vehicles, equipment, tools, and other apparatus to be used for firematic purposes, if any, with a seven year limit for the execution of this plan.

iii) Monthly Treasurer's Report

d) Fire Company books and records pertaining to the contract agreement shall be subject to an independent audit by a Certified Public Accountant selected by the Town Board of the Town of Ticonderoga and paid for by the Town at such time as the Town Board shall determine appropriate. In the event an audit is conducted, the Fire Company agrees that it shall make all reasonable efforts to comply with and implement the recommendations made during the audit.

e) The Fire Company shall appoint a member of its board of directors or designee to attend the Town's monthly public safety committee meeting, and such individual shall attend such meetings to coordinate and report on activities by the Fire Company under this Agreement.

5. This Agreement is for a term of one (1) year commencing on January 1, 2025, and terminating on December 31, 2025. No waiver or modification to any provision of this Agreement shall be valid unless in writing and signed by both the Town and the Fire Company.

6. The Fire Company agrees that it will not enter into a loan agreement to finance the cost of any piece of apparatus, equipment, vehicles, real property, or make any improvements thereon, which would require the Town to pledge its full faith and credit towards without prior approval of the Town Board of the Town of Ticonderoga. As part of the approval process under the circumstances described in the preceding sentence, the Fire Company will be expected to show financial responsibility and the ability to maintain a responsible debt level. It is understood and agreed that such approval will not be interpreted as any agreement by the Town to assume responsibility or liability for payment or guarantee or assure payment for such apparatus, equipment, real property or improvement thereon.

7. The Town agrees that, in the case of an unforeseen catastrophic event which has the effect of substantially impairing or reducing the capability of the Fire Company to carry out its

duties of fire protection, the Town will entertain reasonable requests or applications for additional financial aid or assistance to the Fire Company to alleviate or eliminate the condition. It is understood, however, that the Town, by agreeing to entertain any such applications or requests, does not hereby in any respect make any representation, commitment or guarantee that additional funds or aid will be provided to the Fire Company by the Town or that the same are permitted under law.

8. It is further agreed between the parties hereto that if the Fire Company any time notifies the Town that it does not intend to perform its duties for any period of time, then the Town may allot any pay to one or more of the other fire companies located in said Town for furnishing fire protection to the territory of the Fire Company, all or any part of the monies due or to become due under this Agreement for the period for which such service is to be rendered. In the event that monies have already been paid to the Fire Company for the period involved, then said Company shall refund to the Town the full amount of the unearned money on a pro-rata basis per day of failure to provide service.

9. The Fire Company agrees to maintain insurance coverage required for the performance of this Agreement. The Town shall not be liable for any act or omission of the Fire Company, its members, volunteers, employees, servants or agents. The Fire Company covenants and agrees to provide and keep in effect at all times during the period of this Agreement public liability insurance upon all motorized apparatus of its Fire Company, written by reputable insurers (this requirement is deemed satisfied if the insurer is "A" Rated), admitted and licensed to do business in New York State, and shall provide the Town with a Certificate of Insurance evidencing the minimum of coverage as follows:

- a. \$1,000,000 combined single limit liability coverage, per occurrence, for business auto with a \$2,000,000 umbrella policy; and
- b. \$1,000,000 combined single limit liability coverage per occurrence for general liability coverage including errors & omissions with a \$3,000,000 general aggregate and \$3,000,000 products and completed operations aggregate, and
- c. Building casualty coverage in an amount determined by the Fire Company to be sufficient to replace the building, equipment and contents; and
- d. Vehicle casualty and collision coverage in an amount determined by the Fire Company to be sufficient and.
- e. Bond in an amount determined by the Fire Company to be sufficient and
- f. \$2,000,000 umbrella policy.

Umbrella coverage may be used to satisfy the required limits. The Certificate of Insurance shall name the Town as a primary, non-contributory additional insured and provide for thirty (30) days written notice to the Town of any cancellation.

10. Any and all fines levied on the Fire Company by the New York State Department of Labor using OSHA guidelines will be paid in full by the Fire Company.

11. This Agreement and any and all duties, responsibilities, rights and benefits accruing under this Agreement may not be assigned or delegated without the written consent of the Town of Ticonderoga, which consent shall be entirely within the Town's discretion. The intent of this section is not to prohibit temporary coverage for the Fire Company under unusual circumstances which may occur from time to time.

12. All moneys to be paid under any provision of this Agreement shall be a charge upon the District, to be assessed and levied upon the taxable property therein and collected with the Town taxes.

13. The Fire Company covenants and agrees to provide, maintain and keep available for answering alarms within the Fire Protection District at least one piece of operational apparatus which will in all respects conform to and comply with the requirements and specifications of the New York Fire Insurance Rating Organization for the establishment of Class C fire insurance rates, on dwellings within five miles road measurement of the Fire Company station which such apparatus will be of a kind and type particularly adapted to combating rural fire, and such apparatus shall be principally used in responding to alarms within the District. The foregoing may also be carried out through mutual aid, pursuant to the terms and conditions set forth in the laws of the New York State concerning mutual aid and any existing mutual aid agreements.

14. The Fire Company covenants and agrees that the Town shall not be liable or responsible for injury, loss and damage to the fire trucks, tank trucks, hose, pumps, ladders, reels, nozzles, poles, axes, boots, coats, masks, helmets, or other equipment commonly found upon fire fighting apparatus, sustained while answering, attending upon or returning from an alarm or fire and whether sustained in the District or outside thereof, not for any other special expenses incurred in the extinguishment of fires or the operation of the fire apparatus or equipment, nor any loss, injury, or damage to any individually owned vehicle or other property of any fireman used in responding to, attending upon or returning from an alarm, wherever sustained, and the Fire Company shall indemnify and save the Town harmless in connection with any claim made therefor.

15. The Fire Company hereby agrees to make any and all books, records, accounts, papers and memoranda pertaining to the contract agreement available for examination and inspection by the governing board of the Town or its appointed agents during normal business hours for the term of this Agreement and for six (6) years following the termination of this Agreement. The parties agree that any and all books, records, accounts, papers and memoranda that would otherwise be exempt pursuant to HIPPA or the Personal Privacy Protection Law shall not be subject to said examination and inspection.

16. It is further mutually agreed between the parties, and with the consent of the Fire Company, that pursuant to the applicable provisions of the Workers' Compensation Law and the Volunteer Firemen's Benefit Law, as either are amended from time to time, the liability and responsibility for payment of all claims authorized by law for medical expenses, loss of wages,

compensation benefits or other claims arising by reason of injury to or death of a volunteer fireman of the Fire Company, sustained while answering, attending upon or returning from any call from or alarm in the Fire Protection District, whether sustained in the District or outside thereof, shall not be an obligation of the Fire Company but such claims shall be filed, processed, determined and paid as provided in said laws, and provided due notice of such claims is filed within ninety (90) days as provided in Section 40 of the Volunteer Firemen's Benefit Law. It shall be the responsibility of the Fire Company to file update volunteer lists as may be required for workers' compensation purposes.

17. The parties agree to enter into, execute and deliver at all future times, any and all other documents and papers necessary to fully effectuate this Agreement.

18. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or mailed certified mail return receipt requested, to the Town, Fire Company, or other respective officers.

19. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument.

20. In the event any parts of this Agreement are found to be void by a court of law, the remaining provisions of this Agreement shall nevertheless be binding with the same force and effect as though the void parts were deleted.

21. No waiver of or modification to any provisions of this Agreement shall be valid unless in writing and signed by an authorized representative of the party against whom charged.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date set forth above.

TOWN OF TICONDEROGA, NEW YORK

By: Mark A. Wright, Supervisor

CHILSON VOLUNTEER FIRE COMPANY, INC.

By: Dale Monlea, Chairperson

STATE OF NEW YORK)
)ss..
COUNTY OF ESSEX)

On this ____ day of January in the year 2025 before me personally came Mark A. Wright to me personally known, who being by me duly sworn, did depose and say that he resides in the Town of Ticonderoga; that he is the Supervisor of the Town of Ticonderoga, the municipal corporation described herein, and which executed the above instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Ticonderoga; and that he signed his name by like order.

Notary Public

STATE OF NEW YORK)
)ss..
COUNTY OF ESSEX)

On the ____ day of January in the year 2025, before me, the undersigned, personally Appeared Dale Monlea personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public