

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES  
BETWEEN THE TOWN OF MARBLETOWN, THE KRIPPLEBUSH FIRE  
DISTRICT, & THE KRIPPLEBUSH VOLUNTEER FIRE COMPANY, INC.**

This Contract made this\_\_\_\_ day of December 2022 pursuant to Town Law §184 between the Town of MARBLETOWN ("TOWN") a municipal corporation organized under the laws of the State of New York, acting on behalf of Fire Protection District No. 1 ("FPD1") of the TOWN and KRIPPLEBUSH FIRE DISTRICT, ("FIRE DISTRICT"), a district corporation organized and existing under the laws of the State of New York, with its principal place of business and operations in Ulster County New York, and the KRIPPLEBUSH VOLUNTEER FIRE COMPANY, INC. ("FIRE COMPANY"), a domestic, not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business and operations in Ulster County New York.

WITNESSETH:

**WHEREAS**, by Resolution of the Town Board duly adopted on September 6, 2022, TOWN established FPD1 in a portion of the TOWN for the purposes of furnishing fire protection within FPD1, with the precise boundaries of FPD1 being more fully described in the establishing Resolution; and

**WHEREAS**, the TOWN desires to contract with the FIRE DISTRICT for the furnishing of fire protection and emergency services to FPD1 for an original term of one year from **January 1, 2023. through December 31, 2023** for a specific sum as set forth below; and

**WHEREAS**, pursuant to Town Law §184(2) a public hearing was held at the Town Hall on December 20, 2022, after publication of the requisite notices for such hearing, and such hearing having been called for the purpose of reviewing the terms of this Contract and entertaining public comment thereon; and

**WHEREAS**, following said public hearing and pursuant to Town Law §184(1) TOWN, by lawfully enacted resolution of the Town Board, has duly authorized this contract with the FIRE DISTRICT for fire protection and emergency services to said FPD1 upon the terms and provisions set forth herein; and

**WHEREAS**, pursuant to Town Law § 176(16), the making of this Contract has been duly authorized by the governing board of the FIRE DISTRICT and the signatory hereto on behalf of the FIRE DISTRICT warrants that all of the FIRE DISTRICT'S prerequisites have been satisfied, all required resolutions of the FIRE DISTRICT have been lawfully enacted, and said signatory is authorized to bind the FIRE DISTRICT to this Contract; and

**WHEREAS**, pursuant to General Municipal Law § 209-d, the making of this Contract has been duly authorized by the governing board and membership of the FIRE COMPANY as may be required by the bylaws of the FIRE COMPANY and the signatory hereto on behalf of the FIRE COMPANY warrants that all of the prerequisites of FIRE COMPANY'S bylaws have been satisfied, all required resolutions of the FIRE COMPANY have been lawfully enacted, and the signatory is authorized to represent that this Contract is being entered into with the consent of the FIRE COMPANY.

**NOW, THEREFORE**, in exchange for the mutual promises and other good and valuable consideration as recited herein, the receipt of which is hereby acknowledged, the TOWN does contract with the FIRE DISTRICT to furnish fire protection and emergency services to FPD1 and the FIRE DISTRICT agrees to furnish such services commencing January 1, 2023, in the following manner:

## **SECTION 1. FIRE DISTRICT'S OBLIGATIONS**

### **1.1 DUTIES**

FIRE DISTRICT agrees to furnish suitable apparatus, equipment, appliances and a sufficient number of properly trained personnel for the furnishing of fire protection and the provisions of emergency services in FPD1 and will timely respond when notified of a fire or other emergent situation within FPD1.

1.1.1 "Fire Protection" and "Emergency Services", as used herein, shall be deemed to include among other things: fire suppression, fire prevention, fire prevention education, life safety education, building inspections in conjunction with the Town of Marbletown Building Inspector and Code Enforcement Officer and response to calls for assistance, rescue, or aid of every manner consistent with the corporate purposes of the FIRE DISTRICT and its Organizational Statement pursuant to 29 CFR 1910.156(b)(1).

### **1.2 RESPONSE**

Upon dispatch, the FIRE DISTRICT will respond to the fire or emergency without delay and with suitable resources and trained personnel. The members of the FIRE DISTRICT shall proceed diligently and in a reasonable manner to eradicate the hazard, mitigate the situation, and preserve life and property in connection therewith.

### **1.3 TRAINING**

FIRE DISTRICT warrants to TOWN that all firefighters and emergency personnel are appropriately trained and equipped to the current minimum training levels for their respective duty requirements and as mandated by OSHA [29 USC § 655(a)] and the regulations and rules promulgated thereunder including, but not limited to, 29 CFR 1910 subparts (H), (I), and (L) as well as all applicable New York State statutes, rules and regulations including, but not limited to, Labor Law §27-a and 12 NYCRR 800.7.

### **1.4 STANDARD PROCEDURES**

FIRE DISTRICT warrants to TOWN that it has in place standard operating procedures or similar written standard policies or protocols for critical operations and upon request will provide TOWN with copies of such current standards and will promptly provide TOWN any amendments or additions to such standards.

### **1.5 OFFICERS**

Upon execution of this Contract, or upon any renewal thereof, FIRE DISTRICT shall provide TOWN with a listing of the names and contact information for its Chief Officers, Commissioners, and Secretary and update the information as new officers are added or deleted between renewals.

### 1.6 FUND RAISING

FIRE DISTRICT shall notify TOWN of any planned or proposed fund-raising activity by its constituent FIRE COMPANY that is intended to occur in FPD1. Such notice shall be provided in writing to the Town Clerk.

### 1.7 REPORTS

On an annual basis by the 31st day of July of each year this Contract is in effect, the FIRE DISTRICT shall submit to TOWN a report relating to the preceding twelve months detailing the number of calls received in FPD1 (e.g., responses to alarms, fires, emergencies or calls for assistance of any sort) and the nature of the calls (fire, MVA, hazmat, etc.).

*(Note: Nothing required to be provided herein is intended or shall be deemed to require the disclosure of patient protected information under HIPAA).*

### 1.8 INSURANCE

FIRE DISTRICT agrees to procure and maintain throughout the duration of this Contract Volunteer Firefighters' Benefit Law ("VFBL") insurance, commercial general liability ("CGL") insurance, business automobile insurance, professional (medical) liability insurance (as may be required if emergency medical services are provided), director's and officer's liability insurance, cancer insurance as required by General Municipal Law § 205-cc and Workers' Compensation insurance (if applicable) in such minimum limits as set forth on Schedule "A" annexed hereto. FIRE DISTRICT will procure all such insurance for its benefit and the benefit of TOWN and shall name TOWN as "an additional insured on a primary, non-contributory basis". Satisfactory proof of insurance including, but not limited to certificates of insurance in acceptable form shall be provided upon the execution of this Contract. Neither the failure by the TOWN to make demand for such proof of insurance nor the failure by FIRE DISTRICT to produce said certificates of insurance shall relieve FIRE DISTRICT from the obligation to provide and maintain the insurance coverage of the type and in the amounts so specified with the obligatory additional insured provisions.

### 1.9 INDEMNITY

To the fullest extent permitted by law, FIRE DISTRICT agrees to indemnify and hold harmless TOWN for any claim or suit for personal injury (including death), property damage, professional liability, or employer or management liability arising out of the FIRE DISTRICT'S operations or the discharge of FIRE DISTRICT'S duties on behalf of TOWN in furtherance of this Contract.

## **SECTION 2. TOWN'S OBLIGATIONS**

### 2.1 CONTRACT AMOUNT

In consideration of the FIRE DISTRICT furnishing the fire protection and emergency services set forth herein, TOWN shall pay to the FIRE DISTRICT

Fifteen thousand dollars (\$15,000) in one sum, to be assessed and levied upon the taxable property in said FPD1 and collected with the taxes for the TOWN, and the Supervisor shall pay said sum over to the FIRE DISTRICT on or before March 1 during each year this Contract is in effect, or as otherwise provided by subsequent amendment to this Contract.

## 2.2 VFBL

A portion of the Contract Amount paid by TOWN to FIRE DISTRICT is specifically and solely intended to be used for the procurement of VFBL insurance coverage in satisfaction of any obligation of the TOWN to provide same for the members of the FIRE DISTRICT while on duty. Conforming with past practices, FIRE DISTRICT shall procure and purchase VFBL insurance. Nothing contained herein shall be deemed to limit or affect in any way the responsibility or liability of the FIRE DISTRICT to provide for VFBL insurance pursuant to VFBL §30 for injuries or for the death of any firefighter of the FIRE DISTRICT while engaged in the performance of duties as defined by VFBL §5, or any other pertinent statute of the State of New York. FIRE DISTRICT is deemed to be the political subdivision liable for the payment of such benefits regularly served by a fire company of such firefighters for purposes of VFBL §19. TOWN is deemed to be a political subdivision regularly served by a fire company of such firefighters for purposes of VFBL §19.

## 2.3 INDEMNITY

To the fullest extent permitted by law, TOWN agrees to indemnify and hold harmless FIRE DISTRICT for any claim or suit for personal injury (including death), property damage, professional liability or employer or management liability arising out of the TOWN'S operations or in the discharge of TOWN'S duties in furtherance of this Contract.

# SECTION 3. GENERAL PROVISIONS

## 3.1 AUTHORITY HAVING JURISDICTION

FIRE DISTRICT is the authority having jurisdiction ("AHJ") over the constituent FIRE COMPANY serving FPD1 pursuant to Not-for-Profit Corporation Law §1402(e).

## 3.2 TERM AND RENEWAL

This Contract shall continue through December 31, 2023. This Contract may be renewed up to four times effective through and including December 31, 2027. This Contract shall automatically renew for a one-year term under the same terms and conditions unless one of the contracting parties notifies the other in writing on or before **August 20th** of a given year that it seeks to modify or terminate the contract on of **December 31st** of that year.

## 3.3 MUTUAL AID

Nothing herein is intended to limit the FIRE DISTRICT'S ability to respond pursuant to approved mutual aid agreements with other jurisdictions.

## 3.4 TERMINATION

3.4.1 This Contract may be terminated by the FIRE DISTRICT upon 30 days written notice if TOWN fails to make payment as provided for under SECTION 2.1.

3.4.2 TOWN may terminate this Contract upon 30 days written notice if the FIRE DISTRICT fails to perform any of its obligations as set forth in SECTION 1 of this Contract. TOWN has the right to **immediately terminate** the Contract if the FIRE DISTRICT is unwilling or unable to respond to calls for assistance in FPD1 to the extent that TOWN determines that a public emergency exists or is about to be created as a result of the FIRE DISTRICT'S unwillingness or inability to provide the fire protection and emergency services set forth in this

Contract. Upon termination, the prorated monthly balance of the Contract Amount set forth in SECTION 2.1 shall be returned to TOWN.

### 3.5 VENUE

This Contract is governed by the laws of the State of New York. To the extent permitted by law, the parties designate Supreme Court in and for Ulster County as the proper venue for any litigation.

### 3.6 ASSIGNABILITY

Pursuant to General Municipal Law §109 this Contract may not be assigned except upon the express written consent of both the TOWN and FIRE DISTRICT.

### 3.7 SEVERABILITY

If any portion of this Contract is deemed unenforceable by a court of competent jurisdiction, the balance of the Contract shall remain viable and enforceable.

### 3.8 MODIFICATION

This Contract may only be modified in writing by the consent of all of the parties.

### 3.9 NON-WAIVER

The failure of the TOWN to compel strict compliance with one or more of the provisions of the Contract shall not be deemed to constitute a waiver of the FIRE DISTRICT'S obligations under said provisions or any other provision of this Contract.

### 3.10 NOTICE

All notices as may be required herein shall be submitted to the addresses listed below. All notices sent to TOWN must be sent to the attention of the Town Clerk of the Town of Marbletown; notices sent to the FIRE DISTRICT must be sent to the attention of the Secretary of the FIRE DISTRICT; and notices sent to the FIRE COMPANY must be sent to the attention of the Fire Company Secretary, as follows:

To the TOWN:  
Marbletown Town Clerk  
PO Box 217  
Stone Ridge, NY 12484

To the FIRE DISTRICT:  
\_\_\_\_ Fire District  
Attn: District Secretary  
\_\_\_\_, NY 12\_\_\_\_

To the FIRE COMPANY:  
\_\_\_\_ Fire Company, Inc.  
Attn: Fire Company Secretary  
\_\_\_\_, NY 12\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed and delivered this Contract the day and year first above written.

TOWN OF MARBLETOWN

By: \_\_\_\_\_  
Richard Parete, Supervisor

BOARD OF FIRE COMMISSIONERS OF THE  
\_\_\_\_\_ FIRE DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_ FIRE COMPANY, INC.

By: \_\_\_\_\_  
\_\_\_\_\_, President

## **SCHEDULE “A”**

### **MINIMUM INSURANCE REQUIREMENTS**

Commercial General Liability (CGL)*	1 million dollars per occurrence 2 million dollar aggregate
Medical Payments	5 thousand
dollars Personal & Advertising Injury	1 million dollars
Completed Operations	1 million dollars
Business Auto	1 million dollars (Combined Single
Limit) SUM Coverage	1 million dollars
Property Damage	Replacement cost or ACV as
applicable Excess/Umbrella Liability	5 million dollars
Worker's Compensation	Statutory limits
VFBL	Statutory limits
Enhanced Cancer Disability	Statutory
limits Benefits	

All policies, policy endorsements, and insurance certificates to name TOWN as “an additional insured on a primary, non-contributory basis”.

Proof of insurance of Enhanced Cancer Disability Benefits coverage shall be provided annually by providing a copy of the form ESOB 210.5 filed with OFPC on January 1 of each year.

\*If applicable, Professional Medical liability coverage to provided for EMS functions in the same amounts as CGL insurance if not otherwise included in CGL coverage.

All insurance required must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best Rating from A- to A+ or better.

Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the TOWN must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal of coverage.

Waiver of Subrogation. All policies must include a Waiver of Subrogation in favor of the Town along with their respective officers, agents and employees for general liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.