

2025 Fire Protection Agreement

THIS AGREEMENT EFFECTIVE AS OF January 1, 2025, between the **TOWN BOARD OF THE TOWN OF GROTON**, Tompkins County, New York, P.O. Box 36, Groton, New York 13073, hereinafter referred to as the "Town," the **VILLAGE BOARD OF THE VILLAGE OF GROTON**, Tompkins County, New York, P.O. Box 100, Groton, New York 13073, hereinafter referred to as the "Village," and the **GROTON FIRE DEPARTMENT**, PO Box 96, Groton, New York 13073, a department of the Village of Groton and a not-for-profit corporation created pursuant to the provisions of the New York State Village Law Section 10-1008, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, at a regular and stated monthly meeting of the said Town Board held on the 6th day of January 1942, a resolution was adopted creating and establishing a fire protection district in the Town of Groton, County of Tompkins and State of New York which comprises the entire Township of Groton outside the corporate limits of the Village of Groton; and

WHEREAS, the Town Board by resolution dated April 15, 1976, after notice and a public hearing altered the boundaries of the Fire Protection District; and

WHEREAS, an agreement has been reached between the parties hereto for the Village to furnish fire protection to said District and the Town to engage and compensate the Village for said fire protection, said fire protection to be provided by the Department, which operates and maintains the equipment; and

WHEREAS, at a regular meeting of the Town Board of the Town of Groton held on October - _____, 2024, the Town duly authorized this contract, together with the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by Village Board Trustees; and

WHEREAS, this contract has been duly authorized by the Fire Department Board of Wardens;

NOW, THEREFORE, the Town does hereby engage and employ and hereby contracts with the Village and the Department to furnish fire protection to the said district and the Village and the Department hereby agree to furnish fire protection to said district in the following manner, to wit:

OBLIGATIONS

1. The Village shall cause the Department to respond, as the primary responding Department, to all reported fires, and other emergencies occurring in the Fire Protection District.
2. The Department agrees to furnish suitable apparatus and appliances for the furnishing of fire protection in such Fire District and when notified by alarm or telephone or in any other manner, of a fire or other emergency within said Fire District, the Department will respond and attend upon the fire without delay with suitable apparatus and appliances and that the members of the Department shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith. Department may meet its obligations through mutual aid or such other assistance from other Companies or districts as may be appropriate.

3. In carrying out its obligations hereunder, the Department shall comply with the following:

(A) All personal protective fire equipment and apparatus shall conform to applicable National Fire Protection Association standards at its time of purchase.

(B) All firefighters and officers will be trained in accordance with generally accepted standards and guidelines as prescribed by the applicable federal, state, and local statutes, regulations and laws, and the records of such training will be made available for inspection by the Town at any time during the term of this agreement upon reasonable advance notice.

(C) All firefighting equipment and apparatus will be maintained in good condition and repair. Annual preventative maintenance records of all apparatus will be available for review by the Town at its request.

(D) Failure to meet the conditions above will constitute a breach of this Agreement and no payments shall be made by the Town as set forth below from the occurrence of said breach

CONTRACT TERMS

1. The term of this Agreement shall be a period of one (1) year, commencing as of January 1, 2025 and ending December 31, 2025. Notwithstanding the foregoing, either party may terminate this Agreement upon three (3) months advance notice, and a pro-rata payment/refund of the annual amounts set forth below shall be returned/paid on or before the effective date of termination.

2. In consideration for the services to be provided by the Village and the Department pursuant to this agreement, the Town shall pay the sum of \$162,500.00 to be paid within seven (7) days of the regular Town Board meeting as follows: 50% in February in the amount of \$81,250; 25% in May in the amount of \$40,625.00; and 25% in August in the amount of \$40,625.00.

3. The Village and the Department will indemnify and save the Town harmless from any liability, claim, action or a cause of action, demand or damages of any kind arising out of its performance of obligations set forth herein, provided that the Town timely notifies the Village and the Department of any litigation commenced or claim or demand which involves or may potentially involve the Town. The Department agrees that liability insurance will be maintained by the Department on all fire trucks utilized by the Department for the purposes of this agreement, and general public liability insurance will also be maintained by the Department for the benefit of the Department. Said policy or policies shall name the Town of Groton as one of the insured parties with single limit coverage of at least one million dollars (\$1,000,000.00). The Department shall provide the Town with written verification of such insurance concurrently with the commencement of the term of this agreement. Said notification shall also include the Town being named as additional insured on said policy. The Village's and the Department's obligation to indemnify shall not extend to any liability separately attributable to or found to be the responsibility of the Town.

AUTHORITY FOR EXECUTION ON BEHALF OF THE TOWN

The Supervisor of the Town has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Groton at a meeting thereof held on _____, 2024. The Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument may be executed in counterparts. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Groton.

AUTHORITY FOR EXECUTION ON BEHALF OF THE VILLAGE

The Mayor of the Village has executed this agreement pursuant to a Resolution adopted by the Board of Trustees of the Village of Groton, at a meeting thereof held on _____, 2024. The Village Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument may be executed in counterparts. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Village of Groton.

AUTHORITY FOR EXECUTION ON BEHALF OF THE DEPARTMENT

The Chief of the Department has executed this agreement pursuant to General Municipal Law, Article 10, Section 209-d, as a result of a meeting of the Board of Wardens on _____, 2024. The Fire Chief, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Department. This instrument may be executed in counterparts. At least one copy shall be permanently filed, after execution thereof, in the office of the Fire Chief of the Department.

WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

TOWN OF GROTON SUPERVISOR

(SEAL)

Attest:

Robin Cargian, Town Clerk

Print Name: _____

Sign Name: _____

VILLAGE OF GROTON MAYOR

(SEAL)

Attest:

Nancy Niswender, Village Clerk

Print Name: _____

Sign Name: _____

GROTON FIRE DEPARTMENT CHIEF

Print Name: _____

Sign Name: _____

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Town of Groton Supervisor, 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

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Village of Groton Mayor, 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

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, Groton Fire Chief, 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