

William Wenzel, Town Supervisor
Dale Warner, Deputy Supervisor
Jennifer Howe, Town Clerk
Carol Sowycz, Deputy Town Clerk



Michael Santulli, Council Member
James Mugits, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

P# 518-895-8920
F# 518-895-8171

Thursday, January 11, 2024

Town of Duanesburg is inviting you to a scheduled Zoom meeting.

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 889 0570 1411

Passcode: 886918

Dial in by Phone: 1-646-558-8656

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to Order
Pledge of Allegiance
Prayer/Moment of Reflection

Public Hearing: The Town contracting for fire protections services within Town of Duanesburg Fire Protection District No. 2 and No. 3 pursuant to applicable NYS laws. The Town is proposing to contract for fire protection and certain emergency services with the Mariaville Volunteer Fire Department, Inc. in Fire Protection District No. 2, and the Burtonsville Volunteer Fire Department, the Village of Delanson and the Village of Esperance all in Fire Protection District No. 3.

Approval of minutes for: Regular Town Board Meeting on Thursday December 28, 2023

Approval of minutes for: Organizational Town Board Meeting on Tuesday January 2, 2024

Town Clerk's Report
Town Supervisor's Report
Payment of Claims

Committee Reports
Highway
Public Safety
Park
Sewer Districts #1, 2 & 3
IT

Business Meeting:

- 1. Motion to approve the Fire Protection Contracts for 2024.**
- 2. Motion to approve the Schenectady County Youth Services Contract for 2024.**

Privilege of the Floor:

Comments are limited to 5 minutes per person. Please state your name and address for the record. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

Executive Session: For the purpose of discussing personnel matters.

Adjourn

**LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg located at 5853 Western Turnpike, on **Thursday, January 11, 2024** at 7:00 p.m. for the purpose of hearing all persons interested in the matter of:

The Town contracting for fire protections services within Town of Duanesburg Fire Protection District No. 2 and No. 3 pursuant to applicable NYS laws. The Town is proposing to contract for fire protection and certain emergency services with the Mariaville Volunteer Fire Department, Inc. in Fire Protection District No. 2, and the Burtonsville Volunteer Fire Department, the Village of Delanson and the Village of Esperance all in Fire Protection District No. 3.

Persons may appear at the hearing in person or by agent, and may also submit written comments to the Town Board prior to or at such hearing.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 29, 2023

Account#	Account Description	Fee Description	Qty	Local Share
		Demo Permit	1	120.00
		Parkland Fees	1	250.00
		Special Use Permit	1	100.00
	Marriage License Fee	Marriage License Fee	1	17.50
	Misc. Fees	Certified Copies - Death	17	210.00
	Operating Permit	Operating Permit	3	90.00
	Planning & Zoning Fees	Planning & Zoning Fees	6	575.00
	Subdivision Major	Planning & Zoning	1	500.00
		Sub-Total:		\$1,862.50
A1255	Conservation	Conservation	2	2.49
		Sub-Total:		\$2.49
A2544	AFTER 30 DAYS	AFTER 30 DAYS	4	20.00
	Dog Licensing	Female, Spayed	23	322.00
		Male, Neutered	17	238.00
		Male, Unneutered	5	110.00
		Replacement Tags	1	5.00
		Sub-Total:		\$695.00
B2555	Building Permits	Building Permits	4	415.00
		Sub-Total:		\$415.00
Sewer Dist # 3	Connection Fee	Connection Fee	1	1,000.00
	Permit	Permit	1	50.00
		Sub-Total:		\$1,050.00
		Total Local Shares Remitted:		\$4,024.99
Amount paid to:	NYS Ag. & Markets for spay/neuter program			55.00
Amount paid to:	NYS Environmental Conservation			42.51
Amount paid to:	State Health Dept. For Marriage Licenses			22.50
Total State, County & Local Revenues:	\$4,145.00	Total Non-Local Revenues:		\$120.01

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

Monthly Statement of the Town Supervisor

DRAFT

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month of DECEMBER 2023

Revenues

Fund	Amount
General Fund	\$10,211.62
Highway Fund	\$143,282.81
Drainage	\$0.00
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Sewer District #1	\$5.31
Sewer District #2	\$374.25
Sewer District #3	\$11.57
Total	<u>\$ 153,885.56</u>

Disbursements

General Fund	\$73,092.00
Highway Fund	\$31,116.46
Fire District	\$0.00
Lighting District #1	\$732.34
Lighting District #2	\$1,361.58
Lighting District #3	\$628.64
Sewer District #1	\$20,130.68
Sewer District #2	\$15,504.44
Sewer District #3	\$6,220.28
Total	<u>\$ 148,786.42</u>

TOWN OF DUANESBURG
CASH REQUIREMENTS PER FUND
1/11/24

FUND	AMOUNT
General Fund A	39,363.55
General OV B	20,049.34
Highway Fund DA	26,095.02
Highway OV-DB	26,467.49
Lighting District #1	635.42
Lighting District #2	1,253.68
Lighting District #3	555.79
Planning Board	930.00
Sewer District #1	6,207.65
Sewer District #2	1,575.51
Sewer District #3	10,696.96
Trust & Agency	261.36
TOTAL TRANSFERS TO AP	134,091.77

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION __ - 2024

January 11, 2024

WHEREAS, the Town has established Fire Protection District No. 2 and Fire Protection District No. 3 (the “Fire Protection Districts”); and

WHEREAS, the Town, pursuant to Town Law § 184, must provide for the furnishing of fire protection within the Fire Protection Districts; and

WHEREAS, pursuant to Town Law § 184(8), the Town Board may contract for the provision of fire protection services, after a public hearing held pursuant to public notice, if the Town Board finds that it is in the public interest to do so; and

WHEREAS, the Town Board held a duly noticed public hearing on January 11, 2024 at 7pm and heard all persons interested in the subject concerning the 2024 Fire Protection Contracts; and

WHEREAS, for calendar year 2024 the Town Board wishes to execute fire protection contracts with The Mariaville Volunteer Fire Department, Inc., in Fire Protection District 2; the Village of Esperance in Fire Protection District 3; the Village of Delanson in Fire Protection District 3; and The Burtonsville Volunteer Fire Department, Inc. in Fire Protection District 3; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board finds that it is in the public interest to enter into the attached Fire Protection Contracts and authorizes the Town Supervisor to execute the Contracts for calendar year 2024.

BE IT FURTHER RESOLVED, that the Town Board waives, for good cause shown, the requirement to timely provide the information set forth in Schedule A of the Fire Protection Contracts.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special meeting on January 11, 2024.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
James Mugits	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN
THE TOWN OF DUANESBURG
AND
THE MARIAVILLE VOLUNTEER FIRE DEPARTMENT, INC.**

This Contract made this ____ day of December 2023 pursuant to Town Law §184 between the Town of DUANESBURG ("TOWN") a municipal corporation organized under the laws of the State of New York, acting on behalf of Fire Protection District No. 2 ("FPD2") of the TOWN and THE MARIAVILLE VOLUNTEER FIRE DEPARTMENT, INC. (hereinafter "FIRE DEPARTMENT"), a domestic, not-for-profit, special fire corporation organized and existing under the laws of the State of New York, with its principal place of business and operations in Schenectady County New York.

WITNESSETH:

WHEREAS, by Resolution of the Town Board duly adopted on October 4, 1951 the TOWN established FPD2 in a portion of the TOWN for the purposes of furnishing fire protection within FPD2, the precise boundaries of FPD2 are more fully described in the establishing Resolution; and

WHEREAS, the TOWN desires to contract with the FIRE DEPARTMENT for the furnishing of fire protection and emergency services to FPD2 for a definite period of time from **January 1, 2024 through December 31, 2024**; and

WHEREAS, as a condition precedent to entering into negotiations for this Contract, the FIRE DEPARTMENT shall file with the TOWN in a format acceptable to the Town Board a statement (budget) itemizing the estimated costs of the FIRE DEPARTMENT attributable to the provision of services under this contract pursuant to Town Law §184(1-a) including all of the information requested in SCHEDULE "A" annexed hereto, for the Town Board's review and consideration in determining the amount of compensation that is reasonable, necessary, and appropriate for the FIRE DEPARTMENT to provide the contracted services under this Contract; and

WHEREAS, pursuant to Town Law §184(2) a public hearing was duly held at the Town Hall 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) the TOWN, by lawfully enacted resolution of the Town Board, has duly authorized this contract with the FIRE DEPARTMENT for fire protection and emergency services to said FPD2 upon the terms and provisions set forth herein; and

WHEREAS, the making of this Contract has been duly authorized by the governing board of the FIRE DEPARTMENT and/or membership as may be required by the bylaws of the FIRE DEPARTMENT and the signatory hereto on behalf of the FIRE DEPARTMENT warrants that all of the prerequisites of the FIRE DEPARTMENT bylaws have been satisfied, all required resolutions of the FIRE DEPARTMENT have been lawfully enacted, and said signatory is authorized to bind the FIRE DEPARTMENT to this Contract.

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 DEPARTMENT to furnish fire protection and emergency services to

FPD2 and the FIRE DEPARTMENT agrees to furnish such services commencing January 1, 2024, in the following manner:

SECTION 1. FIRE DEPARTMENT'S OBLIGATIONS

1.1 DUTIES

FIRE DEPARTMENT 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 FPD2 and will timely respond when notified of a fire or other emergent situation within FPD2.

- 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 Duanesburg Building Inspector and Code Enforcement Officer, emergency medical services, and response to calls for assistance, rescue, or aid of every manner consistent with the corporate purposes of the FIRE DEPARTMENT and its Organizational Statement pursuant to 29 CFR 1910.156(b)(1).

1.2 RESPONSE

Upon dispatch, the FIRE DEPARTMENT will respond to the fire or emergency without delay and with suitable resources and trained personnel. The members of the FIRE DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT warrants to TOWN that it has in place standard operating procedures or similar written standard policies or protocols for critical operations and will provide TOWN with a copy such current standards upon the execution of this Contract and during the term of this Contract, will immediately provide TOWN any amendments or additions to such standards.

1.5 CORPORATE BYLAWS

FIRE DEPARTMENT warrants to TOWN that it has Bylaws or a Constitution and Bylaws (collectively referred to hereinafter as "Bylaws") governing the corporate operations of the FIRE DEPARTMENT and will provide TOWN with a copy of the current Bylaws upon the execution of this Contract and during the term of this Contract will immediately provide TOWN any amendments or additions to such Bylaws.

1.6 ROSTER

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT will provide TOWN with a complete current roster of its members and their respective offices and titles (ex. Firefighter, Chief, President, social, honorary, etc.) and FIRE

DEPARTMENT shall inform TOWN of any additions or deletions to the membership roster as they may occur during the term of this Contract within 30 days of such change.

1.7 OFFICER QUALIFICATIONS

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT shall provide TOWN with a copy of its current qualifications for officer requirements for firemanic officers. If no such qualifications currently exist, FIRE DEPARTMENT shall immediately notify TOWN in writing that no such qualifications exist and shall within three months thereafter, develop qualifications for officer requirements and provide them to TOWN.

1.8 FUND RAISING

On a monthly basis and in no event less than 30 days before such event, FIRE DEPARTMENT shall notify TOWN of any planned or proposed fund raising activity. Such notice shall be provided in writing to the Town Clerk. Such notice shall contain a general description of the method which will be used to raise finds and shall specify the time or times when and place or places where such fund raising activity will be conducted. The notice shall also provide the names and contact information of the members serving on the committee overseeing such activity.

1.9 NEW MEMBERS

On a monthly basis, FIRE DEPARTMENT shall submit the names of individuals elected to membership as active firefighters in the FIRE DEPARTMENT and any such individual's election to membership is subject to approval by the Town Board.

1.10 BACKGROUND CHECKS

FIRE DEPARTMENT warrants to TOWN that all firefighters elected to membership are appropriately screened as mandated by Executive Law § 837-o and that the FIRE DEPARTMENT has complied with all relevant provisions of Not-for-Profit Corporation Law §1402 concerning eligibility and attaining membership.

1.11 QUARTERLY REPORTS

On a quarterly basis, by the 15th day of January, April, July, and October of each year this Contract is in effect, the FIRE DEPARTMENT shall submit to TOWN a report relating to the preceding three months detailing:

- 1.11.1 the number of calls received (e.g., responses to alarms, fires, emergencies or calls for assistance of any sort),
- 1.11.2 the nature of the calls (fire, MVA, hazmat, etc.),
- 1.11.3 the total number of fire firefighters responding to the calls,
- 1.11.4 the average number of firefighters responding per call per quarter,
- 1.11.5 the number of time mutual aid was given to other agencies/locales,
- 1.11.6 the number of times mutual aid was received from other agencies/locales,
- 1.11.7 to and from what agencies mutual aid was given and received,
- 1.11.8 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to have a unit respond to within five minutes of dispatch,
- 1.11.9 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to be on scene within 14 minutes of dispatch,
- 1.11.10 the number of in-house drills or other training conducted and the total number of firefighters in attendance,

- 1.11.11 a list of planned or upcoming training, schools, or conferences to be attended by FIRE DEPARTMENT'S firefighters personnel DEPARTMENT in the forthcoming six months.
- 1.11.12 as to all matters set forth in section 1.11.11, a statement as to whether such training, etc. is to be conducted outside of the County of Schenectady or outside the State of New York.

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

1.12 ANNUAL AUDIT

TOWN may require FIRE DEPARTMENT to conduct an annual audit of its financial records performed by a certified public accountant and the report of said audit together with any management letters will be presented to the TOWN no later than June 1 of the year succeeding the year for which the audit is performed. The cost of such audit shall be a separately delineated and budgeted annual expense in the FIRE DEPARTMENT'S annual budget.

- 1.12.1 Such audit shall contain references and notes regarding the statutorily mandated audit of the Town of Duanesburg FPD2 Length of Service Award Program pursuant to General Municipal Law § 219-a(3).

1.13 CAPITAL EXPENDITURES

FIRE DEPARTMENT will immediately advise TOWN of any plans to purchase, lease, acquire, or dispose of fire apparatus or equipment (including light duty vehicles) with a cost or value in excess of Thirty-five Thousand dollars and of any improvements to or acquisition of real property with a cost or value in excess of Fifty Thousand dollars.

1.14 INSURANCE

FIRE DEPARTMENT 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, and Workers' Compensation insurance (if applicable) in such minimum limits as set forth on Schedule 'B' annexed hereto. FIRE DEPARTMENT 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 DEPARTMENT to produce said certificates of insurance shall relieve FIRE DEPARTMENT 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.

1.15 INDEMNITY

To the fullest extent permitted by law, FIRE DEPARTMENT 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 DEPARTMENT'S operations or the discharge of FIRE DEPARTMENT'S duties on behalf of TOWN in furtherance of this Contract.

1.16 LOSAP

By March 31st of each year this Contract is in effect, FIRE DEPARTMENT shall provide TOWN with a certified list of active firefighters who qualified for a year of service credit for the previous year in the Town of Duanesburg FPD2 Length of Service Award Program.

SECTION 2. TOWN'S OBLIGATIONS

2.1 CONTRACT AMOUNT

In consideration of the FIRE DEPARTMENT furnishing fire protection and emergency services set forth herein, TOWN shall pay to the FIRE DEPARTMENT Two Hundred Ninety-Five Thousand Nine Hundred Seventy-Five Dollars (\$295,975.00) in one sum, to be charged upon said FPD2 and be assessed and levied upon the taxable property in said FPD2 and collected with the taxes for the TOWN, and the Supervisor shall pay said sum over to the FIRE DEPARTMENT on or before March 31 during each year under this Contract, or as otherwise provided by subsequent Contract. Nothing herein shall be deemed to prohibit the TOWN from amending this Contract to provide for the payment of such sum in installments.

2.2 LOSAP AMOUNT

A portion of the consideration for this Contract recited in Paragraph 2.1 will be remitted by TOWN, as the Plan Sponsor of the Town of Duanesburg FPD2 Length of Service Award Program to pay the LOSAP funding amount of Fifty Three Thousand Four Hundred Ten Dollars (\$53,410.00) for service credits earned during 2022 and the LOSAP service and administrative fees of Four Thousand Two Hundred Dollars (\$4,200.00) and shall pay such amounts to the LOSAP Program Administrator or other institution that maintains the LOSAP Trust Funds for the Plan. Funding for the LOSAP Amount shall be derived in the same manner and from the same sources as the funding of the Contract Amount in SECTION 2.1. The parties agree that the sum of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750), representing the year to date costs of the LOSAP audit, will be deducted from the amount to be paid by the TOWN to the FIRE DEPARTMENT pursuant to SECTION 2.1.

2.3 VFBL

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

2.4 CANCER COVERAGE

Unless TOWN decides to procure the requisite coverage on its own behalf, TOWN will provide as part of the Contract Amount under SECTION 2.1, the annual cost of enhanced cancer insurance as required by General Municipal Law § 205-cc and FIRE DEPARTMENT will procure, provide, and maintain such coverage for all qualified firefighters.

2.5 AHJ'S RESPONSIBILITY

Nothing herein shall be deemed to limit or affect in any way the responsibility or liability of the TOWN for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties, and otherwise, as provided by General Municipal Law Article 10 or any other statutes of the State of New York and members of the FIRE DEPARTMENT while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Contract, shall have the same rights, privileges and immunities as volunteer firefighters as provided for by law.

SECTION 3. GENERAL PROVISIONS

3.1 AUTHORITY HAVING JURISDICTION

FIRE DEPARTMENT acknowledges the TOWN'S role as the authority having jurisdiction ("AHJ") over the FIRE DEPARTMENT and the authority having by law, the control over the prevention and extinguishment of fires in the FPD2 pursuant to Not-for-Profit Corporation Law §1402(e).

3.2 TERM AND RENEWAL

This Contract shall continue through December 31, 2024. This Contract may be renewed up to four times effective through and including December 31, 2028. 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 DEPARTMENT'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 DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT is unwilling or unable to respond to calls for assistance in FPD2 to the extent that TOWN determines that a public emergency exists or is about to be created as a result of the FIRE DEPARTMENT'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 Schenectady 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 the Town Board of the TOWN.

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 DEPARTMENT'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 the names of the signatories. All notices sent to TOWN must be sent to the attention of the Town Clerk of the Town of Duanesburg. Notices sent to the FIRE DEPARTMENT must be sent to the attention of the President or Secretary of the FIRE DEPARTMENT, as follows:

To the TOWN:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

To the FIRE DEPARTMENT:

Mariaville Volunteer Fire Department, Inc.
9248 Mariaville Road
Pattersonville, NY 12137

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

TOWN BOARD OF THE TOWN OF DUANESBURG

By: _____
William Wenzel, Supervisor

THE MARIAVILLE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
, President

SCHEDULE 'A'

In addition to any other requirements for the production of documentation, FIRE DEPARTMENT shall provide TOWN with the following information prior to commencing the negotiation process for a contract and shall, on an annual basis provide the following:

(1) file with the Town Board a statement (budget) containing an itemization of the estimated costs of the incorporated FIRE DEPARTMENT attributable to the provision of services under the 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;

(2) the FIRE DEPARTMENT'S most recent annual report of directors (or Trustees) pursuant to section five hundred nineteen of the not-for-profit corporation law;

* (3) if, extant, the FIRE DEPARTMENT'S most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;

(4) the FIRE DEPARTMENT'S most recent internal revenue service form 990; and

(5) the FIRE DEPARTMENT'S most recent annual report pursuant to section thirty-a of the general municipal law.

- **Production of Item 3 waived for good cause shown**

SCHEDULE "B"

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 Benefits	Statutory limits

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.

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN
THE TOWN OF DUANESBURG
AND
BURTONSVILLE VOLUNTEER FIRE DEPARTMENT, INC.**

This Contract made this ___ day of December 2023 pursuant to Town Law §184 between the Town of DUANESBURG ("TOWN") a municipal corporation organized under the laws of the State of New York, acting on behalf of Fire Protection District No. 3 ("FPD3") of the TOWN and BURTONSVILLE VOLUNTEER FIRE DEPARTMENT, INC. (hereinafter "FIRE DEPARTMENT"), a domestic, not-for-profit, special fire corporation organized and existing under the laws of the State of New York, with its principal place of business and operations in Montgomery County New York.

WITNESSETH:

WHEREAS, by Resolution of the Town Board duly adopted on October 4, 1951 the TOWN established FPD3 in a portion of the TOWN for the purposes of furnishing fire protection within FPD3, the precise boundaries of FPD3 are more fully described in the establishing Resolution; and

WHEREAS, the TOWN desires to contract with the FIRE DEPARTMENT for the furnishing of fire protection and emergency services to FPD3 for a definite period of time from **January 1, 2024 through December 31, 2024**; and

WHEREAS, as a condition precedent to entering into negotiations for this Contract, the FIRE DEPARTMENT shall file with the TOWN in a format acceptable to the Town Board a statement (budget) itemizing the estimated costs of the FIRE DEPARTMENT attributable to the provision of services under this contract pursuant to Town Law §184(1-a) including all of the information requested in SCHEDULE "A" annexed hereto, for the Town Board's review and consideration in determining the amount of compensation that is reasonable, necessary, and appropriate for the FIRE DEPARTMENT to provide the contracted services under this Contract; and

WHEREAS, pursuant to Town Law §184(2) a public hearing was duly held at the Town Hall 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) the TOWN, by lawfully enacted resolution of the Town Board, has duly authorized this contract with the FIRE DEPARTMENT for fire protection and emergency services to said FPD3 upon the terms and provisions set forth herein; and

WHEREAS, the making of this Contract has been duly authorized by the governing board of the FIRE DEPARTMENT and/or membership as may be required by the bylaws of the FIRE DEPARTMENT and the signatory hereto on behalf of the FIRE DEPARTMENT warrants that all of the prerequisites of the FIRE DEPARTMENT bylaws have been satisfied, all required resolutions of the FIRE DEPARTMENT have been lawfully enacted, and said signatory is authorized to bind the FIRE DEPARTMENT to this Contract.

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 DEPARTMENT to furnish fire protection and emergency services to FPD3 and the FIRE DEPARTMENT agrees to furnish such services commencing January 1, 2021, in the following manner:

SECTION 1. FIRE DEPARTMENT'S OBLIGATIONS

1.1 DUTIES

FIRE DEPARTMENT 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 FPD3 and will timely respond when notified of a fire or other emergent situation within FPD3.

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 Duanesburg Building Inspector and Code Enforcement Officer, emergency medical services, and response to calls for assistance, rescue, or aid of every manner consistent with the corporate purposes of the FIRE DEPARTMENT and its Organizational Statement pursuant to 29 CFR 1910.156(b)(1).

1.2 RESPONSE

Upon dispatch, the FIRE DEPARTMENT will respond to the fire or emergency without delay and with suitable resources and trained personnel. The members of the FIRE DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT warrants to TOWN that it has in place standard operating procedures or similar written standard policies or protocols for critical operations and will provide TOWN with a copy such current standards upon the execution of this Contract and during the term of this Contract, will immediately provide TOWN any amendments or additions to such standards.

1.5 CORPORATE BYLAWS

FIRE DEPARTMENT warrants to TOWN that it has Bylaws or a Constitution and Bylaws (collectively referred to hereinafter as "Bylaws") governing the corporate operations of the FIRE DEPARTMENT and will provide TOWN with a copy of the current Bylaws upon the execution of this Contract and during the term of this Contract will immediately provide TOWN any amendments or additions to such Bylaws.

1.6 ROSTER

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT will provide TOWN with a complete current roster of its members and their respective offices and titles (ex. Firefighter, Chief, President, social, honorary, etc.) and FIRE DEPARTMENT shall inform TOWN of any additions or deletions to the membership roster as they may occur during the term of this Contract within 30 days of such change.

1.7 OFFICER QUALIFICATIONS

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT shall provide TOWN with a copy of its current qualifications for officer requirements for firemanic officers. If no such qualifications currently exist, FIRE DEPARTMENT shall immediately notify TOWN in writing that no such qualifications exist and shall within three months thereafter, develop qualifications for officer requirements and provide them to TOWN.

1.8 FUND RAISING

On a monthly basis and in no event less than 30 days before such event, FIRE DEPARTMENT shall notify TOWN of any planned or proposed fund raising activity to be conducted in the TOWN. Such notice shall be provided in writing to the Town Clerk. Such notice shall contain a general description of the method which will be used to raise funds and shall specify the time or times when and place or places where such fund raising activity will be conducted. The notice shall also provide the names and contact information of the members serving on the committee overseeing such activity.

1.9 NEW MEMBERS

On a monthly basis, FIRE DEPARTMENT shall submit the names of individuals elected to membership as active firefighters in the FIRE DEPARTMENT and any such individual's election to membership is subject to approval by the Town Board.

1.10 BACKGROUND CHECKS

FIRE DEPARTMENT warrants to TOWN that all firefighters elected to membership are appropriately screened as mandated by Executive Law § 837-o and that the FIRE DEPARTMENT has complied with all relevant provisions of Not-for-Profit Corporation Law §1402 concerning eligibility and attaining membership.

1.11 QUARTERLY REPORTS

On a quarterly basis, by the 15th day of January, April, July, and October of each year this Contract is in effect, the FIRE DEPARTMENT shall submit to TOWN a report relating to the preceding three months detailing:

- 1.11.1 the number of calls received (e.g., responses to alarms, fires, emergencies or calls for assistance of any sort),
- 1.11.2 the nature of the calls (fire, MVA, hazmat, etc.),
- 1.11.3 the total number of fire firefighters responding to the calls,
- 1.11.4 the average number of firefighters responding per call per quarter,
- 1.11.5 the number of time mutual aid was given to other agencies/locales,
- 1.11.6 the number of times mutual aid was received from other agencies/locales,
- 1.11.7 to and from what agencies mutual aid was given and received,
- 1.11.8 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to have a unit respond to within five minutes of dispatch,

- 1.11.9 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to be on scene within 14 minutes of dispatch,
- 1.11.10 the number of in-house drills or other training conducted and the total number of firefighters in attendance,
- 1.11.11 a list of planned or upcoming training, schools, or conferences to be attended by FIRE DEPARTMENT'S firefighters personnel DEPARTMENT in the forthcoming six months.
- 1.11.12 as to all matters set forth in section 1.11.11, a statement as to whether such training, etc. is to be conducted outside of the County of Schenectady or outside the State of New York.

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

1.12 ANNUAL AUDIT

TOWN may require FIRE DEPARTMENT to conduct an annual audit of its financial records performed by a certified public accountant and the report of said audit together with any management letters will be presented to the TOWN no later than June 1 of the year succeeding the year for which the audit is performed. The cost of such audit shall be a separately delineated and budgeted annual expense in the FIRE DEPARTMENT'S annual budget.

1.13 CAPITAL EXPENDITURES

FIRE DEPARTMENT will advise TOWN of any plans to purchase, lease, acquire, or dispose of fire apparatus or equipment (including light duty vehicles) with a cost or value in excess of Thirty-five Thousand dollars and of any improvements to or acquisition of real property with a cost or value in excess of Fifty Thousand dollars.

1.14 INSURANCE

FIRE DEPARTMENT 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, and Workers' Compensation insurance (if applicable) in such minimum limits as set forth on Schedule 'B' annexed hereto. FIRE DEPARTMENT 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 DEPARTMENT to produce said certificates of insurance shall relieve FIRE DEPARTMENT 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.

1.15 INDEMNITY

To the fullest extent permitted by law, FIRE DEPARTMENT 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 DEPARTMENT'S operations or the discharge of FIRE DEPARTMENT'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 DEPARTMENT furnishing fire protection and emergency services set forth herein, TOWN shall pay to the FIRE DEPARTMENT SEVENTY THOUSAND SEVENTY-SEVEN Dollars (\$70,077.00) in one sum, to be charged upon said FPD3 and be assessed and levied upon the taxable property in said FPD3 and collected with the taxes for the TOWN, and the Supervisor shall pay said sum over to the FIRE DEPARTMENT on or before February 28 during each year under this Contract, or as otherwise provided by subsequent Contract. Nothing herein shall be deemed to prohibit the TOWN from amending this Contract to provide for the payment of such sum in installments.

2.2 VFBL

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

2.3 CANCER COVERAGE

FIRE DEPARTMENT will procure the requisite coverage of enhanced cancer insurance as required by General Municipal Law § 205-cc on its own behalf as part of the Contract Amount under SECTION 2.1.

2.4 AHJ'S RESPONSIBILITY

Nothing herein shall be deemed to limit or affect in any way the responsibility or liability of the TOWN for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties, and otherwise, as provided by General Municipal Law Article 10 or any other statutes of the State of New York and members of the FIRE DEPARTMENT while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Contract, shall have the same rights, privileges and immunities as volunteer firefighters as provided for by law.

SECTION 3. GENERAL PROVISIONS

3.1 AUTHORITY HAVING JURISDICTION

FIRE DEPARTMENT acknowledges the TOWN'S role as the authority having jurisdiction ("AHJ") over the FIRE DEPARTMENT and the authority having by law, the control over the prevention and extinguishment of fires in the FPD3 pursuant to Not-for-Profit Corporation Law §1402(e).

3.2 TERM AND RENEWAL

This Contract shall continue through December 31, 2024. This Contract may be renewed up to four times effective through and including December 31, 2028. 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 the twentieth day of August of a given year that it seeks to modify or terminate the contract on the thirty-first day of December of that year.

3.3 MUTUAL AID

Nothing herein is intended to limit the FIRE DEPARTMENT'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 DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT is unwilling or unable to respond to calls for assistance in FPD3 to the extent that TOWN determines that a public emergency exists or is about to be created as a result of the FIRE DEPARTMENT'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 Schenectady 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 the Town Board of the TOWN.

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 DEPARTMENT'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 the names of the signatories. All notices sent to TOWN must be sent to the attention of the Town Clerk of the Town of Duanesburg. Notices sent to the FIRE DEPARTMENT must

be sent to the attention of the President or Secretary of the FIRE DEPARTMENT, as follows:

To the TOWN:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

With a copy to:

Terresa M. Bakner, Esq.
Whiteman Osterman & Hanna, LLP
1 Commerce Plaza, #19
Albany, NY 12260

To the FIRE DEPARTMENT:

Burtonsville Volunteer Fire Department, Inc.
2053 Burtonsville Road
Esperance, NY 12066

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

TOWN BOARD OF THE TOWN OF DUANESBURG

By: _____
William Wenzel, Supervisor

BURTONSVILLE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
, President

SCHEDULE 'A'

In addition to any other requirements for the production of documentation, FIRE DEPARTMENT shall provide TOWN with the following information prior to commencing the negotiation process for a contract and shall, on an annual basis provide the following:

- (1) file with the Town Board a statement (budget) containing an itemization of the estimated costs of the incorporated FIRE DEPARTMENT attributable to the provision of services under the 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;
- (2) the FIRE DEPARTMENT'S most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law;
- (3) if, extant, the FIRE DEPARTMENT'S most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;
- (4) the FIRE DEPARTMENT'S most recent internal revenue service form 990; and
- (5) the FIRE DEPARTMENT'S most recent annual report pursuant to section thirty-a of the general municipal law.

SCHEDULE "B"

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 Benefits	Statutory limits

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 be 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.

TOWN OF DUANESBURG
FIRE PROTECTION CONTRACT

This Agreement (the "Agreement") made December ____, 2023 between the **TOWN OF DUANESBURG**, a municipal corporation organized under the laws of the State of New York and located in Schenectady County, New York, with a mailing address of 5853 Western Turnpike, Duanesburg, New York 12056 (the "Town"), acting on behalf of the Fire Protection District No. 3 of said Town (the "Fire Protection District"), and **VILLAGE OF DELANSON**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office at 1797 Main Street, Delanson, New York 12053 (the "Village").

WITNESSETH:

WHEREAS, the Town has established the Fire Protection District more fully described in the Resolution establishing such district and duly adopted by the Town Board of the Town of Duanesburg (the "Town Board") on the 4th day of October 1951; and

WHEREAS, the Town, pursuant to Town Law section 184, must provide for the furnishing of fire protection within the Fire Protection District; and

WHEREAS, the Town wishes to contract with the Village for the furnishing of fire protection to the Fire Protection District for a period of time from January 1, 2024 through December 31, 2024; and

WHEREAS, at a meeting of the Town Board the Town duly authorized this Agreement with the Village for fire protection to the Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the governing board of the Village.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration exchanged between the parties, the Town does engage the Village to furnish fire protection to the Fire Protection District and the Village agrees to furnish such protection for the period of time from January 1, 2024 through December 31, 2024, in the following manner and on the terms and conditions set forth herein.

Article 1. Service(s) to be Provided.

A. The Village agrees to furnish suitable apparatus and appliances for the furnishing of fire protection in such Fire Protection District and when notified by alarm or telephone or in any other manner, of a fire within said Fire Protection District, the Village

will respond and attend upon the fire without delay with suitable apparatus and appliances and that the members of the Village shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith. The term "fire protection" includes inspections of buildings and properties in the Fire Protection District for the purposes specified in and as authorized by section 807-a and 807-b of the Education Law relating to fire inspection of school buildings, subdivision four of section 303 of the Multiple Residence Law relating to inspection of buildings and property, and section 189 of the Town Law relating to inspection of public and private buildings.

B. The Village further agrees to use its best efforts to furnish emergency service in case of accidents, calamities, or other emergencies in connection with which the services of firefighters would be required. Such service shall be furnished subject to such rules and regulations as shall be prescribed by the Village and approved by the Town Board. The Village agrees to carry liability and property damage insurance covering said emergency service in the same amounts, and under the same terms, as set forth in Article 4 below in connection with fire protection. The term "emergency" includes, unless a contrary intent is clearly expressed or indicated, the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

C. The Village agrees that it is responsible for its operating expenses, including, but limited to:

- i. heat, lights, telephone and all other utilities in connection with the Village's facilities;
- ii. general maintenance, repairs and supplies for the Village's equipment, vehicles and housing for vehicles and meetings;
- iii. replacement of the Village's supplies and equipment;
- iv. all liability insurance on the Village's vehicles and facilities;
- v. all liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of the Village; and
- vi. all training and continuing education of the Village's membership, including such certification and recertification as may be required by law.

D. Upon the specific request of the Village, in the event of an emergency situation that is reasonably anticipated to have an adverse effect on the residents of the Town, the Village may request that the Town Highway Department snow plow, sand, de-ice and otherwise make safe the Village facilities. The Town Highway Department shall have sole discretion as to whether to perform such services. In the event such services are

provided by the Town Highway Department, the Village shall, to the fullest extent permitted by law, indemnify, defend and hold the Indemnified Parties (as defined in Article 8 hereof) harmless of and from any and all liability of any name, nature and kind imposed upon the Indemnified Parties as a result of the performance of such services, except for liability arising out of the negligence or willful misconduct of the Town. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing contained in this Article 1, Paragraph D, shall obligate the Town to perform any such services. The provision of such services in non-emergency situations is expressly prohibited.

Article 2. Term.

A. This Agreement shall take effect on January 1, 2024 (the "Effective Date") and shall continue for the remainder of the year ending December 31, 2024, provided however, that this Agreement shall be deemed renewed on the same basis each year thereafter for a further calendar year (January 1 – December 31) without any further public hearing unless the Town or Village shall notify the other party in writing on or before the twentieth day of August that it elects to terminate this Agreement effective on December 31 in that year.

B. The term of this Agreement including renewals shall not exceed five (5) years.

C. Any requests for amendment to this Agreement during its initial term or any renewal portion thereof must be made in writing to the Town on or before the twentieth day of August of any year that this Agreement is in force.

Article 3. Consideration.

In consideration of the furnishing of said fire protection (and emergency services) as set forth herein, the Town shall pay to the Village a fire protection fee (the "Fire Protection Fee") in the amount of **EIGHTY SIX THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$86,146.00)**. Such Fire Protection Fee is to be charged upon the Fire Protection District, to be assessed and levied upon the taxable property within the Fire Protection District and collected with the Town taxes, and the Town shall pay the Fire Protection Fee to the Village on or before March 31st during each year under this Agreement.

Article 4. Insurance.

- A. Commercial General Liability (CGL):
- i. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed

operations, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors, or for liability resulting from application of either Section 240 or Section 241 of NY State Labor Law.

- ii. The Town along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained the Town is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Village, or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

B. Automobile Liability:

- i. Business Automobile Liability with a combined single limit of not less than \$1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- ii. The Town along with their respective officers, agents, and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

C. Umbrella/Excess Liability:

- i. Umbrella/Excess Liability with limits not less than \$5,000,000 per occurrence/aggregate.
- ii. Umbrella Liability must include as Additional Insured all entities that are Additional Insureds on the CGL and Automobile Liability policies.
- iii. Umbrella/Excess Liability shall apply on a primary and not contributory basis.

D. Workers Compensation and Employers Liability:

- i. Employers Liability Insurance with limits not less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for injury by disease.
- ii. Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is option under the Workers Compensation Act.

E. 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.

F. 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.

G. 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.

H. Evidence of Insurance. Prior to the commencement of the work, the Village shall furnish to the Town Certificate(s) of Insurance executed by a duly authorized representative of each insurer, setting out the compliance with the insurance requirements et forth above. Certificates of Insurance must indicate the amounts of any and all deductibles. A copy of the Additional Insured Endorsement(s) must be provided to the Town.

Article 5. Reports.

A. The Village shall submit to the Town a written report of its fire protection (and emergency services) calls for each calendar year in such detail as the Town requests.

B. The Village shall file with the Duanesburg Town Clerk, on or before the 15th of January, April, July and October of each calendar year, a list of all Village's members, directors and officers, as of the last day of the previous calendar quarter.

C. The Village agrees to file with the Duanesburg Town Clerk, within fifteen (15) days after receipt of the same, its audited annual financial statement.

Article 6. The Town's Right to Stop Work or Terminate the Agreement.

If the Village fails or refuses to comply with all applicable laws or ordinances, or otherwise is in violation of any of the provisions of this Agreement, the Town shall, upon ten (10) days' notice, specifying with particularity the basis therefore, have the right to terminate this Agreement. Said notice shall include a demand for a refund of a portion of the Fire Protection Fee, consisting of amounts allocable to the period of time subsequent to the effective date of the termination notice. Said amount shall be determined prorating the Fire Protection Fee on a per diem basis from the effective date of the termination notice to December 31 of the applicable calendar year, which prorated amount shall be refunded to the Town within thirty (30) days of the Town's request therefor. In the event the Village fails or refuses to refund said prorated amount, as provided for herein, the unpaid balance shall accrue interest at the rate of 9% per annum, and the Village shall be responsible for all of the Town's costs of collection of said amount, including reasonable attorneys' fees, whether or not an action is commenced.

Article 7. Independent Contractor.

It is hereby mutually covenanted and agreed that the Village shall be an independent contractor.

Article 8. Indemnity and Hold Harmless Agreement.

A. The Village hereby agrees to indemnify, defend and hold the Town, and its elected officials, officers, agents, and employees (collectively, the "Indemnified Parties") harmless of and from any and all liability of every name, nature and kind imposed upon the Indemnified Parties arising from the negligence or willful misconduct of the Village. The indemnification obligation hereunder shall include all reasonable attorneys' fees, costs and expenses, whether or not an action is commenced against an Indemnified Party and shall survive the expiration or earlier termination of this Agreement.

B. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any fire fighter or for the death of any fire fighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York and members of the Village while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as volunteer fire fighters as provided for by law.

Article 9. No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Village is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

Article 10. Authority on Behalf of the Town.

The Town Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board at a meeting thereof held on _____ 2023. William Wenzel, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution, in the Office of the Duanesburg Town Clerk.

Article 11. No Waiver.

The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Article 12. Amendment or Termination.

A. By mutual consent of both parties, and after a public hearing held pursuant to notice, this Agreement may be amended, terminated, or terminated and a new contract entered into in lieu hereof, if the Town, after the public hearing, determines by resolution that it is in the public interest to do so.

B. In all of the above cases, the notice of public hearing must state in general terms the reason why the existing Agreement is to be amended or terminated, and if a new contract is to be entered into, the notice must also describe the new contract in general terms.

Article 13. Severability.

Any provisions of applicable law, which supersede or invalidate any provision of this Agreement shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year here mentioned.

DATE: _____

TOWN BOARD OF THE TOWN OF
DUANESBURG

Town Clerk

By: _____
William Wenzel, Supervisor

VILLAGE BOARD OF THE
VILLAGE OF DELANSON

DATE: _____

Village Clerk

By: _____
Mayor

**TOWN OF DUANESBURG
FIRE PROTECTION CONTRACT**

This Agreement (the "Agreement") made December __, 2023 between the **TOWN OF DUANESBURG**, a municipal corporation organized under the laws of the State of New York and located in Schenectady County, New York, with a mailing address of 5853 Western Turnpike, Duanesburg, New York 12056 (the "Town"), acting on behalf of the Fire Protection District No. 3 of said Town (the "Fire Protection District"), and **VILLAGE OF ESPERANCE** a municipal corporation organized and existing under the laws of the State of New York, with its principal office at 104 Charleston Street, Esperance, New York 12066 (the "Village").

WITNESSETH:

WHEREAS, the Town has established the Fire Protection District more fully described in the Resolution establishing such district and duly adopted by the Town Board of the Town of Duanesburg (the "Town Board") on the 4th day of October 1951; and

WHEREAS, the Town, pursuant to Town Law section 184, must provide for the furnishing of fire protection within the Fire Protection District; and

WHEREAS, the Town wishes to contract with the Village for the furnishing of fire protection to the Fire Protection District for a period of time from January 1, 2024 through December 31, 2024; and

WHEREAS, at a duly held meeting of the Town Board, the Town duly authorized this Agreement with the Village for fire protection to the Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the governing board of the Village.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration exchanged between the parties, the Town does engage the Village to furnish fire protection to the Fire Protection District and the Village agrees to furnish such protection for the period of time from January 1, 2024 through December 31, 2024, in the following manner and on the terms and conditions set forth herein.

Article 1. Service(s) to be Provided.

A. The Village agrees to furnish suitable apparatus and appliances for the furnishing of fire protection in the Fire Protection District and when notified by alarm or telephone or in any other manner, of a fire within the Fire Protection District, the Village will respond and attend upon the fire without delay with suitable apparatus and appliances

and that the members of the Village shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith. The term "fire protection" includes inspections of buildings and properties in the Fire Protection District for the purposes specified in and as authorized by section 807-a and 807-b of the Education Law relating to fire inspection of school buildings, subdivision four of section 303 of the Multiple Residence Law relating to inspection of buildings and property, and section 189 of the Town Law relating to inspection of public and private buildings.

B. The Village further agrees to use its best efforts to furnish emergency service in case of accidents, calamities, or other emergencies in connection with which the services of firefighters would be required. Such service shall be furnished subject to such rules and regulations as shall be prescribed by the Village and approved by the Town Board. The Village agrees to carry liability and property damage insurance covering said emergency service in the same amounts, and under the same terms, as set forth in Article 4 below in connection with fire protection. The term "emergency" includes, unless a contrary intent is clearly expressed or indicated, the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

C. The Village agrees that it is responsible for its operating expenses, including, but limited to:

- i. heat, lights, telephone and all other utilities in connection with the Village's facilities;
- ii. general maintenance, repairs and supplies for the Village's equipment, vehicles and housing for vehicles and meetings;
- iii. replacement of the Village's supplies and equipment;
- iv. all liability insurance on the Village's vehicles and facilities;
- v. all liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of the Village; and
- vi. all training and continuing education of the Village's membership, including such certification and recertification as may be required by law.

D. Upon the specific request of the Village, in the event of an emergency situation that is reasonably anticipated to have an adverse effect on the residents of the Town, the Village may request that the Town Highway Department snow plow, sand, de-ice and otherwise make safe the Village facilities. The Town Highway Department shall have sole discretion as to whether to perform such services. In the event such services are provided by the Town Highway Department, the Village shall, to the fullest extent

permitted by law, indemnify, defend and hold the Indemnified Parties (as defined in Article 8 hereof) harmless of and from any and all liability of any name, nature and kind imposed upon the Indemnified Parties as a result of the performance of such services, except for liability arising out of the negligence or willful misconduct of the Town. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing contained in this Article 1, Paragraph D, shall obligate the Town to perform any such services. The provision of such services in non-emergency situations is expressly prohibited.

Article 2. Term.

A. This Agreement shall take effect on January 1, 2024 (the "Effective Date") and shall continue for the remainder of the year ending December 31, 2024, provided however, that this Agreement shall be deemed renewed on the same basis each year thereafter for a further calendar year (January 1 – December 31) without any further public hearing unless the Town or Village shall notify the other party in writing on or before the twentieth day of August that it elects to terminate this Agreement effective on December 31 in that year.

B. The term of this Agreement including renewals shall not exceed five (5) years.

C. Any requests for amendment to this Agreement during its initial term or any renewal portion thereof must be made in writing to the Town on or before the twentieth day of August of any year that this Agreement is in force.

Article 3. Consideration.

In consideration of the furnishing of said fire protection (and emergency services) as set forth herein, the Town shall pay to the Village a fire protection fee (the "Fire Protection Fee") in the amount of Ninety-Four Thousand, Seven Hundred, Sixty-One Dollars and No Cents Dollars (\$94,761.00). Such Fire Protection Fee is to be charged upon the Fire Protection District, to be assessed and levied upon the taxable property within the Fire Protection District and collected with the Town taxes, and the Town shall pay the Fire Protection Fee over to the Village on or before March 31st during each year under this Agreement.

Article 4. Insurance.

Commercial General Liability (CGL):

- i. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed

operations, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors, or for liability resulting from application of either Section 240 or Section 241 of NY State Labor Law.

- ii. The Town along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained the Town is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Village, or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

B. Automobile Liability:

- i. Business Automobile Liability with a combined single limit of not less than \$1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- ii. The Town along with their respective officers, agents, and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

C. Umbrella/Excess Liability:

- i. Umbrella/Excess Liability with limits not less than \$5,000,000 per occurrence/aggregate.
- ii. Umbrella Liability must include as Additional Insured all entities that are Additional Insureds on the CGL and Automobile Liability policies.
- iii. Umbrella/Excess Liability shall apply on a primary and not contributory basis.

D. Workers Compensation and Employers Liability:

- i. Employers Liability Insurance with limits not less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for injury by disease.
- ii. Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is option under the Workers Compensation Act.

E. 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.

F. 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.

G. 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.

H. Evidence of Insurance. Prior to the commencement of the work, the Village shall furnish to the Town Certificate(s) of Insurance executed by a duly authorized representative of each insurer, setting out the compliance with the insurance requirements et forth above. Certificates of Insurance must indicate the amounts of any and all deductibles. A copy of the Additional Insured Endorsement(s) must be provided to the Town.

Article 5. Reports.

A. The Village shall submit to the Town a written report of its fire protection (and emergency services) calls for each calendar year in such detail as the Town requests.

B. The Village shall file with the Duanesburg Town Clerk, on or before the 15th of January, April, July and October of each calendar year, a list of all Village's members, directors and officers, as of the last day of the previous calendar quarter.

C. The Village agrees to file with the Duanesburg Town Clerk, within fifteen (15) days after receipt of the same, its audited annual financial statement.

Article 6. The Town's Right to Stop Work or Terminate the Agreement.

If the Village fails or refuses to comply with all applicable laws or ordinances, or otherwise is in violation of any of the provisions of this Agreement, the Town shall, upon ten (10) days' notice, specifying with particularity the basis therefore, have the right to terminate this Agreement. Said notice shall include a demand for a refund of a portion of the Fire Protection Fee, consisting of amounts allocable to the period of time subsequent to the effective date of the termination notice. Said amount shall be determined prorating the Fire Protection Fee on a per diem basis from the effective date of the termination notice to December 31 of the applicable calendar year, which prorated amount shall be refunded to the Town within thirty (30) days of the Town's request therefor. In the event the Village fails or refuses to refund said prorated amount, as provided for herein, the unpaid balance shall accrue interest at the rate of 9% per annum, and the Village shall be responsible for all of the Town's costs of collection of said amount, including reasonable attorneys' fees, whether or not an action is commenced.

Article 7. Independent Contractor.

It is hereby mutually covenanted and agreed that the Village shall be an independent contractor.

Article 8. Indemnity and Hold Harmless Agreement.

A. The Village hereby agrees to indemnify, defend and hold the Town, and its elected officials, officers, agents, and employees (collectively, the "Indemnified Parties") harmless of and from any and all liability of every name, nature and kind imposed upon the Indemnified Parties arising from the negligence or willful misconduct of the Village. The indemnification obligation hereunder shall include all reasonable attorneys' fees, costs and expenses, whether or not an action is commenced against an Indemnified Party, and shall survive the expiration or earlier termination of this Agreement

B. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any fire fighter or for the death of any fire fighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York and members of the Village while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as volunteer fire fighters as provided for by law.

Article 9. No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Village is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

Article 10. Authority on Behalf of the Town.

The Town Supervisor has executed this Agreement pursuant to resolutions adopted by the Town Board at meetings thereof held on _____ 2023. William Wenzel, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution, in the Office of the Duanesburg Town Clerk.

Article 11. No Waiver.

The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Article 12. Amendment or Termination.

A. By mutual consent of both parties, and after a public hearing held pursuant to notice, this Agreement may be amended, terminated, or terminated and a new contract entered into in lieu hereof, if the Town, after the public hearing, determines by resolution that it is in the public interest to do so.

B. In all of the above cases, the notice of public hearing must state in general terms the reason why the existing Agreement is to be amended or terminated, and if a new contract is to be entered into, the notice must also describe the new contract in general terms.

Article 13. Severability.

Any provisions of applicable law, which supersede or invalidate any provision of this Agreement shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

Article 14. Notice.

A. All notices, offers and communications required or permitted by this Agreement shall be made in writing and shall be deemed given when personally delivered to a Party or mailed, addressed as follows:

To the Town:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, New York 12056

With a Copy to:

Terresa M. Balmer, Esq.
Whiteman Osterman & Hanna LLP
1 Commerce Plaza #19
Albany, New York 12260

To the Village:

Village of Esperance
PO Box 16
Esperance, New York 12066

With a Copy to:

None Designated

B. By notice given pursuant to this paragraph, either Party may designate any further or different address to which subsequent notices, offers or other communications to it shall be sent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement
the day and year here mentioned.

TOWN OF DUANESBURG

By: William Wenzel
Its: Supervisor

VILLAGE OF ESPERANCE

By:
Its:

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2024

January 11, 2024

WHEREAS, the Town of Duaneburg sponsors Youth Services and/or Youth Recreation Programs;

WHEREAS, the Town Board has reviewed the attached contract provided by Schenectady County;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the contract.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
James Mugits	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain

2024 OCFS Youth Bureau Contract
Schenectady Job Training Agency & Town of Duanesburg
Town of Duanesburg Recreation

This Agreement made the 1st of January 2024, between the **Schenectady County Job Training Agency (SJTA)**, a municipal department, hereinafter called the "County" and the youth serving provider: **Town of Duanesburg**, hereinafter called the "Agency."

WITNESSETH:

WHEREAS, the County requires services for the administration of its lawfully mandated programs and services from the Agency; and

WHEREAS, the County has determined the amount of funds to be paid to the Agency is reasonable and necessary.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** The scope of work is outlined in the attached Office of Children and Family Services Program Application Documents (OCFS 5001-5003) hereto and made a part hereof as Appendix "A."
2. **CONSIDERATION.** Consideration is budgeted at **Five thousand dollars (\$5,000.00)**. The Agency will submit invoices to the County for reimbursement based on actual cost. If services required exceed the above amount set forth and funds become available to the County, then the County shall pay for such excess services.
3. **TERM.** This Agreement shall commence on **01/01/2024** and terminate **09/30/2024**, unless terminated earlier as provided herein or otherwise modified in writing and duly executed by both parties.
4. **TERMINATION.** The County may terminate this agreement with thirty (30) days' notice to the other party without cause and immediately if for cause or if Federal or State reimbursement is terminated or not allowed.
5. **RECORDS AVAILABILITY/RETENTION.** The Agency agrees to maintain books, records, and documents according to proper procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement, and to maintain these records for a period of six (6) years hereafter. These records shall be subject to all reasonable times for inspection, review, or audit by State, Federal, and other personnel duly authorized by the County.
6. **CONFIDENTIALITY.** The County and Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information.

Each agrees not to allow the examination of records or disclose information, except that examination of records as may be necessary to assure that the purpose of the Agreement will be effectuated and will otherwise comply with requirements and obligations under law. Any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows: This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. This section shall survive the termination of the Agreement.

- 7. COMPLIANCE WITH RULES, REGULATIONS, AND LAWS.** It is mutually agreed that all rules, regulations, and laws pertaining hereto shall be deemed to be part of this Agreement and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations, and laws for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agency agrees to comply with the Civil Rights Act of 1964 (Pub. L. 88-352, 78 Stat. 241, enacted July 2, 1964, amended by Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85).

During the performance of this Agreement, the Agency agrees that it will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin with respect to employment opportunities including but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

In acceptance of this Agreement, the Agency covenants and certifies that it will comply in all respects with all Federal, State, County, or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation, and human rights.

- 8. CONFLICT OF INTERESTS.** The Agency hereby stipulates and certifies that there is no member of the Schenectady County Legislature or other Schenectady County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.
- 9. ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the County of Schenectady. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

- 10. AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
- 11. ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.
- 12. STAFFING ASSIGNMENT AND SUPERVISION.** The local Director of Workforce Development will have organizational supervision of any staff working for the County under the terms of the agreement and may have input into the assignment, retention, and reassignment of any staff working under the terms of the agreement. However, the ultimate authority for these staff remains with the appointing office.
- 13. MONITORING, TRAINING AND REPORTING.**
- The County will conduct at least one, on-site monitoring visit with the Agency to review program, policies and procedures and speak to youth in the program regarding their experience. The OCFS PQA (Office of Children and Family Services Program Quality Assessment) Form will be used to evaluate programming.
 - The Agency agrees to attend all requisite trainings provided by the Schenectady County Youth Bureau and to disseminate information amongst staff of all Youth Bureau funded programming.
 - The Agency agrees to submit the 2024 OCFS annual report no later than October 15, 2024 (for program dates January 1, 2024 – September 30, 2024).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF SCHENECTADY
SCHENECTADY COUNTY JOB TRAINING**

Town of Duanesburg

Name: Bailey Gardiner, LMSW

Name: _____

Title: Sr. Workforce Invest. Youth Coord.

Title: _____

Signed: _____

Signed: _____

Dated: _____

Dated: _____

SCHENECTADY COUNTY MANAGER

Name: Rory Fluman

Title: Schenectady County Manager

Signed: _____

Dated: _____

Approved as to Form:

By: _____
County Attorney

Dated: _____