

FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT, made the 1st day of January, 2025, by and between the **Village of Lewiston**, a municipal corporation organized under the laws of the state of New York, situated in the County of Niagara (hereinafter referred to as the "Village"), and the **Town of Lewiston**, a municipal corporation, situated in the County of Niagara, State of New York (hereinafter referred to as the "Town"), and consented to by the **Lewiston Fire Company No. 1**, a not for profit corporation organized under the laws of the State of New York (hereinafter referred to as the "Fire Company").

WITNESSETH:

WHEREAS, there has been duly established in the Town of Lewiston, County of Niagara and State of New York, a fire protection district consisting of the entire geographic bounds of the Town of Lewiston, outside of the Village of Lewiston; and

WHEREAS, the Town provides fire protection services to its fire protection district through contracts with multiple fire companies; and

WHEREAS, the Village maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection services to the Town, utilizing the services of the Fire Company; and

WHEREAS, such fire protection services are vital and necessary to the health and welfare of the inhabitants of Town's fire protection district; and

WHEREAS, New York State Town Law §184 permits the Town to contract with the Village maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection and rescue services; and

WHEREAS, a public hearing has been duly held in accordance with the New York State Town Law Section §184; and

WHEREAS, the members of the fire department are required to consent to this Agreement and have provided such consent;

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

1. PROVISION OF FIRE PROTECTION SERVICES

The Village will provide the Town with fire protection services capable of responding to fire related emergencies on an on-going basis within the Town's Fire Protection District. The Fire Company shall not be responsible for performing inspections of buildings and properties in the fire protection district but does reserve the right to perform walkthroughs and visual inspections to properly pre-plan and prepare for situations and emergencies. Fire protection shall include responding to any fire or rescue operations occurring within the fire protection district, and when notified by alarm or telephone call, the Fire Company shall respond and attend to the fire or rescue effort without delay, with all available apparatus necessary under the circumstances.

2. TERM

The term of this Agreement shall commence on January 1, 2025 and shall continue for a period of three (3) years unless sooner terminated as herein provided.

3. COMPENSATION AND VFBL

- (a) Town shall pay to Village the following definite sums for all of the services rendered hereunder (\$7,000 attributable to insurance, \$4,000 attributable to recruitment and retention and \$2,500.00 attributable to the mandated New York State Cancer Coverage Insurance are included as such definite sums):

2025 - \$370,882.00

2026 - \$381,603.00

2027 - \$392,646.00

The Village agrees and directs that such sums shall be deposited in the accounts of the Fire Company. The Town will make the above payments as soon as funds become available and no later than February 15th of each year upon submission of a voucher.

- (b) The Village shall provide for coverage of the Fire Company firefighters pursuant to the Volunteer Firefighters Benefit Law insofar as it is required by law.
- (c) The Village shall provide for necessary full NFPA compliance physical examinations and Hepatitis B prevention injections.

4. RESPONSIBILITY FOR ACTS AND OMISSIONS

The Village shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its agents, servants, and employees from and against all claims, damages, liabilities, losses and expenses, including attorney fees and costs, arising out of, or in any connected with the performance, lack of performance, or misconduct of the Fire Company and/or its officers and members.

Such defense, indemnification and hold harmless shall include but not limited to, any and all claims for monetary loss, property damage, personal injury, wrongful death, equitable relief, conscious pain and suffering, civil rights violations, whether brought by an individual or entity, or imposed by a Court of law, administrative agency, or any action by or before any Federal, State, or Local government body or agency.

5. INSURANCE

The Village shall maintain liability insurance sufficient to insure itself against claims for torts resulting in personal injuries in an amount of no less than One Million (\$1,000,000.00) Dollars. The Village shall maintain automobile insurance for injuries arising out of the operation of emergency vehicles in an amount of no less than One Million (\$1,000,000.00) Dollars. The Village shall name the Town as an additional insured in the Village's insurance policy. The Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance or change of insurance carriers. Should the Fire Company maintain liability insurance other than or separate from the Village's policies, then it shall also name the Town as an additional insured on such policies. The Village agrees to defend, indemnify and hold the Town harmless for any acts of the Village or its fire department or the incorporated fire company arising out of this agreement or supplemental thereto.

Lewiston Fire Company shall purchase and maintain such property and crime insurance as it deems prudent to protect its interest. In addition, the following insurance shall be maintained:

a) Commercial General Liability Insurance	
Each Occurrence:	\$1,000,000.
Personal Injury/Advertising Liability:	\$1,000,000.
Fire Damage Liability:	\$ 100,000.
Medical Payments:	\$ 5,000.
General Aggregate:	\$2,000,000.
Products/Completed Operations Aggregate:	\$2,000,000.

Additional Insured: Coverage in Commercial General Liability shall be written or endorsed so as to apply to the following as additional insured on a primary and non-contributory basis:

"The Village of Lewiston and its employees, authorized volunteers and board members, and the Town of Lewiston and its employees, authorized volunteers and board members." The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability. Certificates of Insurance must show the form numbers

that are used to achieve Additional Insured coverage. A copy of the actual policy language and/or endorsement that effects this coverage in the policy must be provided to the Village with the Certificate of Insurance.

- b) **Hired & Non-Owned Auto Liability**
Any One Accident or Loss: \$1,000,000.

- c) **Ambulance Attendants Errors and Omissions (if applicable):**
Any One Claim: \$1,000,000.
Aggregate: \$2,000,000.

- d) **Volunteer Fire Company Errors and Omissions Liability**
Any One Claim: \$1,000,000.
Aggregate: \$2,000,000.
Additional Insured: The Village of Lewiston, its agents and employees. Insurance to be provided on a primary and non-contributory basis.

- e) **Umbrella:**
Each Occurrence: \$1,000,000.
Aggregate: \$2,000,000.
Schedule of underlying coverage to include items A, B, and C.

A Certificate of Insurance providing evidence of the insurance noted above, shall be given to the Village of Lewiston.

8. Lewiston Fire Company shall also indemnify and hold harmless the Village of Lewiston, its agents and employees from all claims, suits, loss, damages, injuries, liability, cost and expenses arising from the services provided for in this contract and from activities of the Fire Company, its officers, employees and volunteers.

6. SERVICE AWARDS PROGRAM

The Town agrees to contribute to the Service Awards Program adopted by the Village for the benefit of the members of the Fire Company pursuant to Article 11-A of the General Municipal Law as follows:

- i. For so long as the Service Awards Program is in effect for the benefit of the Fire Company as adopted by the Village, the Town agrees to pay to the Village, each year, a sum equal to \$300.00 multiplied by the number of vested firefighters of the Fire Company.

- ii. Said amount will be paid by the Town to the Village on or before June 1st of each year for each year that the Village is required to make a payment to fund such Service Awards Program.

- iii. The Village will submit to the Town verification of the amounts required to be

paid, when it receives such information from the fiduciary of the plan.

7. MEETINGS

The Town Supervisor, Village Mayor, and the Fire Chief and President, along with the Fire Chiefs and Presidents of other fire companies providing services to the Town will endeavor to meet at least annually to discuss matters of importance to the parties.

8. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered by hand or mailed to the parties at the following address:

Town of Lewiston
1375 Ridge Road, P.O. Box 330 Lewiston,
New York 14092

Village of Lewiston
145 N. 4th Street, P.O. Box 325 Lewiston,
New York 14092

Lewiston Fire Co. #1
145 N. 6th Street, P.O. Box 748 Lewiston,
New York 14092

9. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

10. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

12. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns. The public shall not be deemed a third party beneficiary of this Agreement.

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, each party is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of the other party. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year set opposite their signatures.

TOWN OF LEWISTON

VILLAGE OF LEWISTON

By: _____
Steve Broderick, Supervisor

By: _____
Anne Welch, Mayor

Date: _____

Date: _____

CONSENT:

Lewiston Fire Company No. 1 hereby consents to the above agreement and agrees to provide fire protection as required by this Agreement.

Lewiston Fire Company No.1

By: _____
Tracy Grant, President

Date: _____