2027
FIRE PROTECTION AGREEMENT
WEST PHOENIX FIRE PROTECTION DISTRICT

This AGREEMENT, made this _____ day of October, 2026 by and between the Town of Lysander, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "TOWN") and Enterprise Fire Company No. 1 of Phoenix, NY, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Phoenix, New York (hereinafter "COMPANY").

WITNESSETH:

WHEREAS, Company is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes, and as a part of those purposes, desires to provide fire protection and rescue services to persons in the West Phoenix Fire Protection District of the Town of Lysander; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the District; and

WHEREAS, Town Law Section 184 permits a town board to contract with an incorporated fire company maintaining adequate and suitable apparatus and appliances for the furnishing of the fire protection and emergency services to such district; and

WHEREAS, the Company represents that it maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and rescue services to the District; and

WHEREAS, the Company does not maintain and will not provide general ambulance services.

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

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

The company will provide the Town with fire protection and rescue services capable of responding to emergencies on an on-going basis within the West Phoenix Fire Protection District. Fire protection shall be defined as it is in paragraph 9 of Section 184 of the Town Law and shall include inspections of buildings and properties in the fire protection district for the purposes specified in and as authorized by Sections 187-a and 183 of the Municipal Residential Law, and Section 189 of the Town Law. Fire protection shall not include the provision of general ambulance services.

2. TERM

The term of this Agreement shall commence on January 1, 2027, and shall continue until December 31, 2027.

3. COMPENSATION

Town agrees to pay the Company the amount provided in Schedule A, payable no later than the 15th day of April 2027.

The Town shall not be liable for any increases in the cost of the Volunteer Firefighters Benefit Law insurance or any other insurance attributable to its services to the West Phoenix Fire Protection District during the term of the Agreement, as such costs are specifically included in the amount of compensation payable under this Agreement.

4. INSURANCE

Company agrees to procure and maintain comprehensive general liability insurance sufficient to insure itself against claims for unintentional torts resulting in property damage, bodily injuries and wrongful death in an amount of not less than Three Million Dollars ($3,000,000.00) combined single limit. Company shall name the Town as an additional insured in Company's liability insurance policies and shall provide proof of such insurance prior to the payment of any funds due by the Town. Such policies of insurance shall be issued by an insurer licensed by the State of New York, and shall specifically insure against the liability assumed hereunder by Company and shall provide that it is primary insurance and not excess or contributory with any other valid, existing and applicable insurance in force for or on behalf of the Town, and shall provide that the Town shall receive at least thirty (30) days notice from the insurer prior to any cancellation or change of coverage. The company agrees to procure and maintain Volunteer Firefighter's Benefit Insurance during the term of this agreement. Should proof of insurance be presented after the 15th day of April of any given year, Town shall remit payment within five (5) business days after such proof of insurance is received by Town.

5. INDEMNITY

To the fullest extent permitted by law, Company agrees to hold harmless, defend and indemnify the Town from and against any and all claims and lawsuit of any kind or nature, including, without limitation, claims or lawsuits alleging property damage, bodily injury or wrongful death, arising out of the providing or failure to provide any services agreed to the provided by Company in this agreement, or arising out of the qualifications of, or representation made by, Company in the agreement. This indemnity agreement shall not be construed to indemnify the Town for culpable conduct on the part of the Town if such indemnity would violate applicable law.

6. BILLING

The Company shall not bill any person for any fire protection or rescue services, except as may be permitted by law and expressly approved in writing by the Town. The Town's consent to such billing may not be unreasonably withheld.

7. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Company shall have no liability or responsibility to the Town for providing services under this Agreement to any person or property within the boundaries of the West Phoenix Fire Protection District.

8. NOTICES

All notices, requests, demands or 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 by registered or certified mail, return receipt requested, to the parties at the following addresses:

Enterprise Fire Company No. 1 of Phoenix, NY
Attention: Robert Kingsley Jr., President
457 Main Street
Phoenix, New York 13135

Town of Lysander
Attention: Kevin Rode, Supervisor
8220 Loop Road
Baldwinsville, New York 13027

9. SAVINGS CLAUSE

If any provision of the 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 provision shall remain in full force and effect. Should the law be amended such that any terms of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision of this Agreement that is not presently recited, such agreement shall be deemed amended as to 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 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. HEADING

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and hall 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 to appropriate to achieve the purposes set forth in the Agreement.

13. BINDING EFFECT

The Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. COUNTERPARTS

This Agreement may be executed in counter parts 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 Onondaga in the State of New York is hereby designated as the place of trial for any actions or proceedings 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, company 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 Town. 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 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 as of the day and year first written.

TOWN OF LYSANDER

BY: _____
Kevin Rode
Town Supervisor

ENTERPRISE FIRE COMPANY NO. 1

By: _____
Robert Kingsley, Jr.
President

SCHEDULE A

In consideration of the furnishing of such services and the use of equipment and apparatus as aforesaid, the Town of Lysander covenants to pay for the term January 1, 2027 expiring December 31, 2027, the full sum of One Hundred Thirty-Four Thousand, Seven Hundred Eighty One Dollars ($134,781.00) on or before the fifteenth (15th) day of April, 2027.