

Contract
Between Olive Fire Department Number 1, Inc.,
And
The Town Board of the Town of Olive

THIS AGREEMENT, made this 1st day of **January, 2025**; between THE TOWN BOARD OF THE TOWN OF OLIVE, one of the Townships of the County of Ulster and State of New York, acting pursuant to and under the authority conferred upon it by Section 184 of Article 11 of the Town Law, hereinafter designated as the Party of the First Part, and OLIVE FIRE DEPARTMENT NUMBER 1, INC.; a Not-for Profit Corporation organized and existing under the laws of the State of New York, and having its principal office in the Town of Olive, County of Ulster and State of New York, hereinafter referred to as the Party of the Second Part,

WITNESSETH:

WHEREAS there has been established in said Town of Olive a fire protection district that encompasses all of the territory of said Town, as more fully appears from the resolution establishing said fire protection district adopted by the Town Board of said Town on the first day of April, 1948; and

WHEREAS, following a public hearing held, as provided in subsection 2 of Section 184 of the Town Law, the said Town Board, Party of the First Part, duly authorized the making of a contract with the Olive Fire Department Number 1, Inc., Party of the Second Part;

NOW THEREFORE, the Party of the First Part does engage the Party of the Second Part to furnish fire protection to said fire protection district and the Party of the Second Part agrees to furnish such fire protection in the manner following, to wit:

1. That said Party of the Second Part shall, at all times during the period of this Agreement, be subject to call or attendance upon any and all fires occurring in said fire protection and, when notified by alarm, telephone call or otherwise of a fire within said fire protection district, said Party of the Second Part shall respond and attend upon the fire without delay and with suitable ladders, pumping, hoses and other apparatus of the

Second Part. Upon arriving at the scene of the fire, the Party of the Second Part shall proceed to extinguish the fire and shall use its utmost endeavors to prevent loss of life or property in connection therewith.

2. It is mutually understood and agreed between the parties hereto that in order to effectually carry out this Agreement, the party of the Second Part will, at all times, keep and maintain in sufficient repair and order suitable motorized fire apparatus with pumpers, booster tank, hoses, ladders and necessary fire fighting implements for use pursuant to the terms of this Agreement in the protection of life and property from fire with said fire protection district, and will supply the services of a sufficient number of available volunteer firemen to perform the services necessary hereunder.

3. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Olive Fire Department Number 1, Inc., also know as Servicing Entity agrees to effectuate the naming of the Municipality also known as Town of Olive as an additional insured on the Olive Fire Department Number 1, Inc., insurance policies, with the exception of Volunteer Fireman's Benefits and NY State Disability Insurance.

The policy naming the Town of Olive as an additional insured shall:

A. Be purchased from an A.M. Best rated "Secure" New York State licensed insurer. A New York State licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.

B. State that the provider's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.

C. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.

D. The Olive Fire Department Number 1, Inc., agrees to indemnify the Town of Olive for any applicable deductibles and self-insured retentions.

E. At the Town of Olive's request, the Olive Fire Department Number 1, Inc., shall supply a copy of the declaration page of the liability and umbrella policies with a

list of endorsements and forms. If so requested, the provider will provide a copy of the policy endorsements and forms.

Required Insurance:

- a. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence / \$2,000,000 aggregate.
- b. **Proof of Volunteer Fireman's Benefits Law Compliance and N.Y.S. Disability.**
- c. **Excess Insurance:**
\$2,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

4. The said Party of the Second Part agrees to purchase and acquire from time to time such new or additional equipment and apparatus as the Party of the Second Part deems in its sole discretion necessary to maintain and improve its facilities.

The method of acquisition and the amount or amounts expended for any such new equipment or apparatus shall be in the sole discretion of the Board of Directors of the Part of the Second Part.

5. The said Party of the Second Part agrees to maintain and make any necessary repairs and to make such improvements and additions as it, in its sole discretion, shall deem advisable to all buildings. Said maintenance, repairs, improvements and additions are to be made as funds for the same shall become available and at the discretion of the Board of Directors of the Party of the Second Part.

6. In consideration of the faithful performance by the Party of the Second Part of its obligations under this Agreement, the Party of the First Part agrees to pay to the Party of the Second Part of the said fire protection as follows:

A. The sum of Four Hundred Twelve Thousand Five Hundred Seventy Dollars (\$412,570.00) shall be due and made payable on July 1, 2025;

B. The further sum of Four Hundred Twelve Thousand Five Hundred Seventy Dollars (\$412,570.00) shall be due and payable on December 1, 2025;

C. The further sum of Four Hundred Thirty Three Thousand Five Hundred Fifty Dollars (\$433,550.00) shall be due and payable of July 1, 2026;

D. The further sum of Four Hundred Thirty Three Thousand Five Hundred Fifty Dollars (\$433,550.00) shall be due and payable of December 1, 2026;

E. The further sum of Four Hundred Fifty Four Thousand Seven Hundred Forty Dollars (\$454,740.00) shall be due and payable of July 1, 2027;;

F. The further sum of Four Hundred Fifty Four Thousand Seven Hundred Forty Dollars (\$454,740.00) shall be due and payable of December 1, 2027.

Said sums are to be raised by the Party of the First Part by tax upon said fire protection district as provided in Section 184, subsection 6 and other provisions of the Town Law of the State of New York.

7. This Agreement shall become effective as of **January 1, 2025**, and shall continue for a period of three (3) years thereafter, that is, to and including **December 31, 2027**.

8. This Agreement is being executed by the Supervisor of the Town of Olive pursuant to the authorization contained in a Resolution of the Town Board of the Town of Olive under date of _____ 2024.

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

TOWN BOARD OF THE TOWN OF OLIVE

By: _____
James Sofranko, Supervisor

Attest:

Dawn Giuditta, Town Clerk

OLIVE FIRE DEPARTMENT NUMBER 1, INC.

By: _____
John Ingram, President

Attest:

James Konjas, Secretary

STATE OF NEW YORK)

) ss.:

COUNTY OF ULSTER)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State personally appeared, **James Sofranko, Supervisor of the Town of Olive**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF ULSTER)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State personally appeared, **John Ingram, President of the Olive Fire Department Number 1, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public