

THIS AGREEMENT, made this day of December 2023

BETWEEN, the Town Board of the Town of Catskill, County of Greene, State of New York, acting pursuant to the provisions of Section 184 of Town Law, party of the first part and the Village of Catskill, a chartered village located entirely within the boundaries of the Town of Catskill, New York, party of the second part”

WITNESSETH:

WHEREAS, by resolution of the party of the first part, adopted June 1, 1948, a fire protection district was duly established in the Town of Catskill, County of Greene, State of New York; and

WHEREAS, following a public hearing duly called in accordance with the provisions of Section 184 of Town Law, the Town Board of the Town of Catskill, party of the first part, duly authorized the making of a contract with the party of the second part for fire protection in a part of said fire protection district, upon the terms and conditions hereinafter set forth; so

NOW THEREFORE, the party of the first part does engage the party of the second part by and through the Village of Catskill Fire Department, a department existing under the Village Law of the State of New York and a signatory herein acknowledging its consent hereto, to furnish fire protection to all said fire protection district as established by resolution of said Town Board dated June 1, 1948, except that part thereof is bounded and described as follows:

all that parcel of land situated in the Town of Catskill, County of Greene, State of New York, bound and described as follows:

beginning at a point where the boundary line between Greene and Ulster Counties intersects the westerly high water line of the Hudson River; running thence up and along the westerly high water mark of the Hudson River to the northerly end of the most easterly road running northerly from Alpha Road; running thence westerly and in a straight line to the center of the culvert over which the West Shore Railroad crosses New York State Highway 9W; thence continuing westerly on the same course to the transmission line of the Central Hudson Gas and Electric Corporation as the same appears on the base map of Catskill, NY made by Brown and Blauvelt, Consulting Engineers dated December 12, 1957; running then southerly along said transmission line to the Ulster County line; running thence easterly along said county line to the point and place of beginning.

And the party of the second part agrees to furnish said fire protection to said area in a manner following to wit:

1. Said party of the second part by and through the Catskill Fire Department shall at all time during the period of this agreement is effective be subject to call for attendance upon any and all fires occurring in that portion of said fire protection district and when notified by alarm,

telephone call or otherwise, of a fire within that portion of said fire protection district and, shall respond and attend upon the fire without delay, with suitable fire trucks and other necessary apparatus and equipment upon arriving at the scene of a fire, the party of the second part by and through the Catskill Fire Department shall proceed to extinguish the same and shall use its utmost endeavors to prevent loss of life or property in connection therewith.

2. In order to effectually carry out this Agreement, said party of the second part agrees to maintain its present fire fighting apparatus and equipment (1) to the extent for the residents of said fire protection district to maintain their current Fire Insurance rating (2) to meet the minimum standards for approved fire departments as set up by the Insurance Services Office, under "E" protection Clause No. 862, which apparatus and equipment shall be used by said party of the second part in the protection of life and property within said portion of said fire protection district.
3. It is mutually understood and agreed between the parties hereto that the party of the second part will procure insurance covering the fire apparatus to be used in the rendition of fire protection service to said portion of said fire protection district for bodily injury liability limits of not less than \$200,000 to \$500,000 on property damage liability for not less than \$100,000 and collision and comprehensive fire and theft insurance and will keep the same in force during the effective period of the agreement.
4. It is further mutually understood and agreed between the parties hereto that the party of the second part will at all times keep the apparatus and equipment to be used in the rendition of fire protection service to said portion of said fire protection district in first-class repair and order and will supply the services of a sufficient number of firemen to perform its obligation hereunder.
5. It is understood and agreed between the parties hereto that the party of the second part shall under the terms of this Agreement, be empowered to continue in Mutual Aid Program as presently established for the County and adjoining Counties; and to use its fire fighting apparatus in the Mutual Aid Program provided, always, that the party of the second part shall ensure sufficient numbers of fighting apparatus, equipment and personnel be available for serving the fire protection district hereby contracted to be covered which shall meet the standards hereinbefore set forth. Additionally, the party of the second part and the Catskill Fire Department has a duty to provide services to the public and there is no such duty to any specific group, individual or property owner.
6. It is understood and agreed between the parties hereto that this Agreement represents a one (1) year contract for fire protection service to said portion of the fire protection district as described above. This Agreement shall commence on January 1, 2024 and terminate December 31, 2024. 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 on behalf of said portion of said Fire Protection District on or before March 31, 2024, the sum of Two Hundred Six Thousand Nine Hundred Sixty-Five Dollars

(\$206,965) which covers payment from January 1, 2024 to December 31, 2024; Said amount to be raised by tax upon the real property within said Fire Protection District as provided in the Town Law of the State of New York. Such payments shall be made payable to the Village of Catskill and sent to 422 Main Street, Catskill, NY 12414.

7. It is further mutually understood and agreed between the parties to act in good faith to revise, negotiate and update this contract in June of 2024. This agreement shall become effective on the 1st day of January 2024 and shall continue in effect until December 31, 2024 unless one of the parties opts to terminate the contract. Any party may terminate this agreement effective December 31st of any calendar year during the term provided that the terminating party provides the other party written notice of termination on or before August 20th of that year.
8. It is mutually understood and agreed between the parties hereto that all sums of payable under this contract shall be used by and paid to the Village of Catskill. The Village of Catskill will pay all costs associated with performing this contract including but not limited to insurance, maintenance, fuel, etc. enhancing the fire fighting capabilities of the Catskill Fire Department including the purchasing of new firefighting apparatus when deemed appropriate by the Village Board in consultation with the Catskill Fire Department officers and may be used to pay any un-reimbursed extraordinary cost associated with a major fire or other disaster.
9. If payments under this Agreement are not made by the party of the first part pursuant to this Agreement, the party of the second part shall be eligible for interest to be paid thereon at an annual rate of 15%. Additionally, the party of the first part will be held liable for any costs incurred by the party of the second part with bringing an action to enforce this contract or collection of payments. Such cost shall include but are not limited to attorney fees and court costs.
10. It is mutually understood and agreed between the parties hereto that the methods, means and decisions as to how service shall be rendered at an emergency scene in the above described protection district shall be within the sole discretion of the highest ranking offices of the Catskill Fire Department on the scene of an emergency.
11. The parties herein agree to act in good faith to revise and update the above fire protection district description if appropriate to do so, the cost of which, if any, to be borne by the party of the first part.

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

TOWN OF CATSKILL

CATSKILL FIRE DEPARTMENT

Dale Finch, Supervisor

Chief

Paul Vosburgh, Councilman

VILLAGE OF CATSKILL

Peter Grasse, President

Jared Giordiano, Councilman

Jamie Mitchell, Trustee

Patrick McCulloch, Councilman

Natasha Law, Trustee

Dawn Scannapieco, Councilwoman

Jeffrey Holliday, Trustee

Joseph Kozloski, Trustee