

**FIRE PROTECTION AND EMERGENCY SERVICES CONTRACT  
CLARENDON FIRE COMPANY, INC. – TOWN OF CLARENDON  
For the Years 2024, 2025, 2026, 2027, 2028**

**THIS AGREEMENT**, made in duplicate as of the 19<sup>th</sup> day of December, 2023 by and between:

The Town Board of the Town of Clarendon (Town), a municipal corporation, Orleans County, New York, with offices located at 16385 Church Street in the Town of Clarendon, New York, party of the first part; and

The Clarendon Fire Company, Inc. (Fire Company), a volunteer fire company, incorporated under the Not-For-Profit Corporation Law, with offices located at 16169 East Lee Road in the Town of Clarendon, New York, party of the second part.

**WITNESSETH:**

1. In consideration of the covenants and agreements hereinafter set forth, the Clarendon Fire Company Inc. hereby covenants and agrees to the terms set forth by the Town of Clarendon, to furnish fire protection and emergency medical services within the Town of Clarendon Fire and Emergency Services Protection District, being all of the territory within the Town of Clarendon, Orleans County, State of New York. The Clarendon Fire Company Inc. will respond to requests for emergency services within such fire and emergency services protection district, and will furnish all necessary emergency response apparatus and/or other emergency tools and equipment.

2. The Town of Clarendon shall make an annual payment to the Clarendon Fire Company Inc. in the sum of two hundred twenty-nine thousand, two hundred dollars and no/100 (\$229,200.00) on the Friday following the Regular Monthly Town Board Meeting in February, 2024 and pursuant to inflation at 3% will make payments at the same time for subsequent years that this contract remains in force; as follows:

2025 Two hundred forty thousand eight hundred sixty-six and no/100	\$240,866.00
2026 Two hundred forty-five thousand four hundred seventy-six and 28/100	\$245,476.28
2027 Two hundred fifty thousand two hundred twenty-four and 87/100	\$250,224.87
2028 Two hundred fifty-three thousand three hundred twenty-two and 53/100	\$253,322.53

3. Accounting of Fire Company Expenditures: The Clarendon Fire Company shall maintain an accounting of all expenditures of the Town Contract Funds.

4. In consideration of future capital improvements and expansions of the fire company and its properties, with the exception of the Rec Hall, to limit the future impact on Clarendon citizens, the Town agrees that the Fire Company is allowed to save up to \$7500 per budget year for future capital improvements and expansions of its properties, with the exception of the Rec Hall, and up to \$80,000 per year for vehicle replacement, if possible.

5. All monies to be paid under this contract shall be a charge upon the Clarendon Fire Protection District and shall be assessed and levied upon the taxable property in said district and collected with the Town taxes.

6. The Fire Company will indemnify and hold the town harmless to the extent attributable to the action, or inaction, of the Fire Company. The Fire Company will also notify the Town in writing,

if the insurance limits change or if the policy has been cancelled. It is hereby covenanted and agreed that neither the Town nor any of the individual members of the Town Board nor the Fire Company or members of its fire department, shall be liable under this agreement for any damages for failure to furnish fire protection or emergency services pursuant to this agreement; or for failure to furnish fire apparatus or a sufficient number of personnel, or for the failure to do anything needful or proper in attending any fire or emergency situation or extinguishing or responding to the same pursuant to this agreement; nor shall the Town of said board or any of said officers be liable for damages in any manner due to carelessness or negligence in failing to respond to any fire or emergency calls, or failing to attend any fires or emergencies or for any failure to do any acts in, under and pursuant to this agreement.

7. The Clarendon Fire Company shall be responsible for any loss or damage to fire apparatus and other emergency equipment sustained in answering calls and the Fire Company will maintain insurance coverage for damage to any equipment of other fire companies used on a mutual aid basis. The Fire Company shall provide proof of such insurance, listing the Town of Clarendon as an additional insured on the policy at the time of annual contract approval and shall ensure in writing that the Town of Clarendon will be added as an additional party to be notified in the case of any lapse, cancellation, any claim or termination of insurance.

8. It is further mutually covenanted and agreed upon that all of the Laws of the State of New York, relating to this contract and the Volunteer Firemen's Benefit Law of the State of New York, relating to liability for the payment to injured volunteer firefighters or the representatives of deceased Fire and EMS personnel are applicable hereto.

9. Personnel: The Clarendon Fire Company shall have a sufficient number of trained personnel to perform the services pursuant to this contract pursuant to the Fire Company Standard Operating Guidelines (S.O.G.). The Fire Company shall annually provide a list of all active members to the Town of Clarendon.

10. In the event that the Town of Clarendon fails to make the payment or payments set forth herein, the Clarendon Fire Company shall have the right to cancel this contract and its obligation to furnish fire and emergency medical services hereunder by serving a written notice to that effect, which shall be effective sixty (60) days after service upon the Supervisor of the Town of Clarendon or in the absence of the Supervisor, the Deputy Supervisor. Upon and after such effective date, all obligations of the Clarendon Fire Company shall cease, and in addition, the Clarendon Fire Company shall have the right to commence action against the Town of Clarendon to collect the amount due for the fire and emergency medical services up to the time of such cancellation. The Town of Clarendon shall also have the right to cancel this contract with the Fire Company for its obligation to furnish fire and emergency medical services hereunder by serving a written notice to that effect, which shall be effective sixty (60) days after service upon the President of the Clarendon Fire Co., Inc. or in the absence of the President, the Secretary of the Fire Company. Upon and after such effective date, all obligations of the Town of Clarendon shall cease, and in addition, the Town of Clarendon shall have the right to commence action against the Clarendon Fire Co., Inc. to pro-rate and collect the amount paid for the fire and emergency medical services up to the time of such cancellation. Suggestive Arbitration by an outside party is required prior to ending this contract before its expiration.

11. In regard to timing of the use of the funds that are collected by the Town of Clarendon for the operations of the Clarendon Fire Company, The Fire Company may at its board's discretion, use the budget funds for expenditures that are incurred within forty-five (45) days on either side of

the Fire Company’s fiscal (budget) year. Expenditures outside of said window of time must be approved by the Clarendon Town Board.

12. This Contract shall be for a term commencing January 1st for the calendar year 2024, unless terminated as provided in Subsection 4 of Section 184 of Town Law, the term of said contract to expire, in any event, on the 31st day of December, 2028.

13. Under this Contract, “at the request of the Town of Clarendon”, shall be considered, within 30 business days.

14. The Clarendon Fire Company agrees to meet with the Town Board quarterly and provide call volume and update the town with a financial report.

**IN WITNESS WHEREOF** the said party of the first part has caused this contract to be signed by the Supervisor, witnessed by the Town Clerk and the official seal of the Town of Clarendon affixed; the party of the second part has caused this contract to be signed by the Clarendon Fire Chief and President.

**TOWN OF CLARENDON**

\_\_\_\_\_  
Richard H. Moy, Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan C. Colby, Town Clerk

\_\_\_\_\_  
Date

**CLARENDON FIRE COMPANY, INC.**

\_\_\_\_\_  
Robert Freida, Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kerry McCormack, President

\_\_\_\_\_  
Date