AGREEMENT

THIS AGREEMENT made _____, 2020 between the **TOWN OF LAKE PLEASANT**, hereinafter referred to as the **TOWN**, and the **ADIRONDACK PARK LOCAL GOVERNMENT REVIEW BOARD**, a Board duly organized and existing pursuant to the provisions of §803-a of the Executive Law of the State of New York, acting by and through its duly appointed members, hereinafter referred to as the **REVIEW BOARD**.

WHEREAS, the Review Board was created by the Legislature of the State of New York and is composed of representatives appointed by the county legislatures of the counties lying in whole or in part within the Adirondack Park; and

WHEREAS, the Legislature of the State of New York has provided only partial funding for the **REVIEW BOARD** to perform its statutory functions as outlined in Executive Law §803-a; and

WHEREAS, the **TOWN** has authorized an appropriation in the sum of Three Hundred Dollars ($300) in support of the work of the **REVIEW BOARD** in representing the interests of the local governments of the Adirondacks; and

NOW, THEREFORE, it is agreed as follows:

1. The **TOWN** agrees to pay to the **REVIEW BOARD** the sum of Three Hundred Dollars ($300) for the services of the **REVIEW BOARD** in representing the **TOWN** in matters relating to the Adirondack Park.

2. The **REVIEW BOARD** agrees to provide to the **TOWN** the benefit of its services, including but not limited to, attendance at all meetings of the Adirondack Park Agency, attendance and participation at public hearings conducted by the Adirondack Park Agency on projects under review by said Agency, periodic reports on the activities of the Adirondack Park Agency to the Supervisor of the **TOWN**, especially as such activities affect the residents of the **TOWN** and generally to report on the administration and enforcement of the Land Use and Development Plan set forth in the Executive Law of the State of New York.

THE TOWN OF LAKE PLEASANT

_____

By Supervisor

THE ADIRONDACK PARK LOCAL GOVERNMENT REVIEW BOARD

_____

By **Gerald W. Delaney**
Executive Director

TOWN OF LAKE PLEASANT

FIRE PROTECTION CONTRACT

THIS AGREEMENT, effective January 1, 2021 between the Town Board of the Town of Lake Pleasant, Hamilton County, New York, (the "Town Board") on behalf of the Lake Pleasant Fire Protection District (the "District") and the Lake Pleasant Volunteer Fire Department, Inc. Town of Lake Pleasant, Hamilton County, New York (the "Fire Dept.").

WITNESSETH:

WHEREAS, pursuant to Town Law Section 170 (3), the Town of Lake Pleasant established a fire protection district by its resolution dated November 5, 1993 known as "Lake Pleasant Fire Protection District" embracing all the territory in the Town wholly outside of the Incorporated Village of Speculator; and

WHEREAS, the Lake Pleasant Volunteer Fire Department, Incorporated is a non-profit corporation, owner of the Fire Department's property, buildings, equipment, is independent from the municipality and administration of Town of Lake Pleasant, duly registered with State and Federal agencies,

WHEREAS, following a public hearing duly called, the Town Board duly authorized a contract between the District and the Fire Dept. for fire protection as set forth herein; and

WHEREAS, this contract has also been duly authorized by the Executive Board and members of the Fire Department.

NOW THEREFORE, the Town Board on behalf of the District does engage the Fire Dept. to furnish fire protection to the District and the Fire Dept. agrees to furnish such protection in the following manner:

1. The Fire Dept. shall furnish suitable apparatus and appliances for the furnishing of fire protection and shall furnish fire protection services to include emergency service in cases of fires, calamities or other emergencies in connection with which the services of firemen would traditionally be required; and, when notified by alarm or telephone call from any person of a fire or related emergency within the District the Fire Dept. shall respond and attend to without delay.

Upon arriving at the fire house or scene, the firemen of the Fire Dept. attending shall proceed in every safe, reasonable way to saving of life and property in connection with the extinguishments of the fire, to the best of their abilities. Both the Town Board and the Fire Dept. acknowledge that soft roads and driveways in the mud season, narrow or inaccessible driveways, and snow covered unplowed driveways in the winter hinder access to properties within the District. Although every reasonable effort will be made to quickly extinguish all fires, these conditions may result in delay or insufficient response by the Fire Dept. The Fire Department has the sole and final decision as to when and where to safely deploy any of its personnel and/or equipment.

2. In accordance with Town Law 184 (5), the Town Board on behalf of the District agrees to pay the Fire Dept. $159,000.00 for the period of January 1, 2021-December 31, 2021 and $159,000.00 for the period of January 1, 2022-December 31, 2022 of this two-year contract for the furnishing of such fire protection services. Said sum shall be paid no later than February 1st of the years this contract is in effect. On or before September 1st of the contract year, the Fire Dept. may provide the Town Board a contract proposal for future years.

3. Damage to any Fire Dept. or member's person, vehicles, equipment incurred in the performance of the duties set forth in this contract, or while responding to or returning from a fire or occurrence, will be reimbursed by the District to the extent not covered by insurance. The District shall pay to the Fire Dept. the cost of materials used by the Fire Dept. or any member thereof within sixty days after written notice is received by the Town Board. The Town Board agrees to furnish wash bay access to fire trucks and equipment, and will co-operate in the annual mechanical inspections and light service work on vehicles, without charge, subject to scheduling by the Fire Dept., and Town of Lake Pleasant Highway Superintendent.

4. The Fire Dept. shall provide and maintain at all times during the operative and effective period of this contract, a commercial auto insurance policy with limits of at least $1,000,000.00, a general liability insurance policy with limits of at least $1,000,000.00 per occurrence and $2,000,000.00 aggregate, protecting the Fire Dept. and its members. These

insurance policies shall name the Town of Lake Pleasant as additional insured. The Fire Dept. shall provide certificates of insurance to the Town Board annually.

5. During the term of this contract, the Town Board on behalf of the District shall provide Workers Compensation coverage for all members of the Fire Department as well as Cancer coverage for members as determined by state law and regulation. The Town of Lake Pleasant, in accordance with Town Board resolution #104 dated November 17, 2003 and authorized by public referendum on December 18, 2003, formerly Town Board resolution #29 dated September 16, 1992 and authorized by public referendum on November 5, 1991, shall also provide a "Defined Benefit Service Award Program"; aka, Length Of Service Award Program for all eligible members of the Fire Department. Cost of fuel for all necessary emergency vehicles, equipment shall be the responsibility of District and fueled at designated fueling center(s).

6. All monies to be paid under any provision of this agreement whether in the form of the annual, contract payment, expenses or capital equipment as reimbursed for Fire Dept., Worker's Compensation coverage, firemen's Length of Service Award Program (LOSAP) benefits, Cancer Policy Coverage and the like shall be a charge upon the District to be assessed and levied upon the taxable property in said District and collected with the Town taxes.

7. Members of the Fire Dept. while answering a call, attending upon or returning from any call, or any sanctioned fire department activity, provided by this contract shall have the same rights, privileges, indemnifications and immunities as if they were performing their duties at the scene of a fire or occurrence.

8. This Contract shall be for the two-year period beginning January 1, 2021 and terminating December 31, 2022.

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

TOWN BOARD OF LAKE PLEASANT ON BEHALF OF THE LAKE PLEASANT FIRE PROTECTION DISTRICT

_____ Date_____

By: Betsy Bain, Supervisor/ Town of Lake Pleasant

LAKE PLEASANT VOLUNTEER FIRE DEPARTMENT, INC.

_____ Date_____

By: Andrew Weaver, President/ LPVFD, Inc.

References:

~Lake Pleasant Volunteer Fire Department, Inc., Certificate of Incorporation

~ Town Law Section 170 (3) of the Town of Lake Pleasant

~ Town Law 184 (5) of the Town of Lake Pleasant

~ Town Board resolution #104 dated November 17, 2003 and authorized by public referendum on December 18, 2003, formerly Town Board resolution #29 dated September 16, 1992 and authorized by public referendum on November 5, 1991

~General Municipal Law 205-cc Cancer Coverage