

FIRE PROTECTION AND AMBULANCE SERVICE CONTRACT

AGREEMENT made this day of , 2021, between the **INCORPORATED VILLAGE OF THOMASTON**, a municipal corporation, having offices at 100 East Shore Road, Great Neck, New York (hereinafter "Village"), and Vigilant Engine & Hook & Ladder Company, Inc., having office at 83 Cutter Mill Road, Great Neck, New York (hereinafter "Vigilant").

WITNESSETH

WHEREAS, the Village has not adequate population and assessed valuation to economically maintain a separate and individual fire company and/or department for fire protection and emergency ambulance service; and

WHEREAS, Vigilant is a fire company duly incorporated and in the Town of North Hempstead, and is now furnishing fire protection and emergency ambulance service to, and operating in, the entire area of the Village which lies north of the southernmost property line of the Long Island Railroad; in addition, the Vigilant afford protections to the properties of the Long Island Railroad within the Village service area, and other municipalities, and has various apparatus for such purposes; and

WHEREAS, following a public hearing duly called, the Village duly authorized a contract with Vigilant for fire protection and emergency ambulance service within the Village upon the terms and provisions herein set forth; and

WHEREAS, this contract has also been duly authorized by Vigilant.

NOW, THEREFORE, the Village does engage Vigilant to furnish fire protection and emergency ambulance service within the Village and Vigilant agrees to furnish such protection and services in the manner hereinafter set forth.

1. **SERVICE** - Vigilant shall at all times during the period of this agreement answer and attend, with all reasonable speed, all calls for assistance at any conflagration, fire, accident, emergency or calamity requiring the services of the company and occurring in the incorporated area of the Village at the request of the Village or by or on behalf of an inhabitant or resident of such area, or by any law enforcement authorities. Vigilant shall have the right to summon aid under and recognized mutual aid plan when engaged in any fire or emergency within such area, and may provide for coverage under such recognized mutual aid plans. In the event that at the time Vigilant is called it is engaged with another conflagration, fire, emergency, accident or calamity, or mutual aid, Vigilant will immediately transmit such call to a duly organized and existing fire company or department, and such action shall be deemed the summoning of aid or assistance pursuant to the laws of the State of New York.

When Emergency Relief Squads are maintained by Vigilant, general ambulance service consisting of response to ill and injured persons residing within the Village, and the transportation of such persons, in other than emergency calls, to a hospital, clinic, sanitarium or other place for treatment and care, or the return thereof, shall be furnished in addition to emergency ambulance service provided the consent of Vigilant to the furnishing of such general ambulance service is evidenced by a copy of a resolution certified respectively by the Secretary of Vigilant and by the officer in command of the Emergency Relief Squad. Ambulance service shall be furnished pursuant to the laws and regulations of New York State.

2. **NON-DISCRIMINATION** - Vigilant represents that it has not and agrees it will not discriminate against the admission of prospective volunteer members to its organization because of race, creed, color, sex or national origin. Vigilant shall have equal opportunity and affirmative action programs and, if it does not currently have such programs, it will develop and implement them. Vigilant recognizes that it is also the Village's policy to do business with companies that maximize the participation of New York State business enterprises, including minority, disadvantaged and women-owned business enterprises.

3. **COMPENSATION** - In consideration of the furnishing of the services as aforesaid and the sum of its apparatus, Vigilant shall receive from the Village the sum of \$36,330.00 for fire protection and \$7,065.00 for ambulance service, making in all the sum of \$43,395.00.

4. **EQUIPMENT** - Vigilant represents that it currently has and shall continue to have and maintain all the necessary apparatus and equipment to perform the services contemplated by this agreement. All necessary apparatus and equipment of Vigilant shall be utilized in the performance of the service contemplated by this agreement. In the event a tournament or other public celebration in which Vigilant participates is held, it is understood and agreed that sufficient apparatus will remain at the headquarters with personnel to be available to respond to calls for assistance during the holding of the tournament or other public celebration.

5. **INSURANCE** - Vigilant shall maintain during the term of this agreement comprehensive general liability insurance and vehicle liability insurance, both in the amounts of not less than \$1 Million/\$3 Million, plus a \$10 Million umbrella policy, and Workers' Compensation insurance covering salaried employees engaged by Vigilant.

Vigilant will furnish the Village with a certificate of such insurance, and policy endorsements, with this contract, which lists the Village as an additional insured, will keep such insurance coverage in effect during the term of this agreement, and will promptly notify the Village of any change, reduction or cancellation of such insurance.

6. INDEMNIFICATION - It is mutually understood and agreed that Vigilant shall hold the Village, and its officers, agents, representatives and employees, harmless from any and all claims for loss, damage or injury to persons or property of whatever kind or nature which may arise from the activities or operations of Vigilant in the course of the performance of this agreement, including the answering, responding to, attending upon or returning from any mutual aid call. Vigilant further expressly agrees to indemnify Village and its officers or employees or agents to the extent of any recoveries against them individually and/or jointly, including reasonable attorney fees, arising from the aforementioned operations. Such indemnity shall not be limited by reason for the enumeration of any insurance coverage provided herein. For the purpose of this agreement, "mutual aid calls" shall be defined to mean activities pursuant to the provisions of Section 209 of the General Municipal Law. Vigilant shall also have the right to accept the emergency services of volunteer firemen from other fire departments as authorized by Section 209-I of the General Municipal Law.

7. AREA - The area in which the required services are to be furnished by the Vigilant as aforesaid include the entire area of the Village which lies north of the southernmost property line of the Long Island Railroad; in addition, the Vigilant affords protection to the properties of the Long Island Railroad within the Village service area.

8. **TERM** - This agreement shall continue for a period of one (1) year, from January 1, 2021 to December 31, 2021, and payments shall be made as per the attached schedule. It is further agreed that Vigilant shall file with the Village Clerk, within ninety (90) days of the close of the Vigilant's budgetary year, an audited financial statement prepared by Certified Public Accounting Firm retained by Vigilant. After the term of the agreement, Vigilant shall continue to provide the services contemplated under this agreement at the rates specified herein, and the Village shall continue to make monthly payments in the amount set forth in the Payment Schedules, until either (a) the parties agree to the terms of a new agreement, which may provide for retroactive payments at a new rate commencing on the first day after the term of this agreement, or (b) the parties agree to terminate their relationship.

9. **TERMINATION** - The Village may terminate this agreement upon thirty (30) days' written notice at any time during the term hereof if, in the reasonable opinion of the Village, the equipment or apparatus of the Fire Company is inadequate or insufficient to afford the necessary service, or the performance of the Fire Company or its members if the extinguishment of fires is unsatisfactory, or any provision of this agreement is breached by the Fire Company. In the event of such termination during the term hereof, then the annual payments shall be apportioned and paid to the effective date of termination, and no sum or sums of money shall thereafter accrue or become payable.

10. TRAINING - In the interest of maintaining proficiency in the Training, performance of the services herein called for and maintaining and encouraging the moral of its volunteer members, Vigilant agrees, during the term of this agreement, to conduct drills and practice maneuvers, and to participate in public parades and functions, within nor without the Village, to the extent determined by Vigilant, and the same shall constitute part of the services which Vigilant herein contracts to furnish.

11. PERSONNEL - Vigilant shall employ, during the term of this agreement, sufficient paid employees to perform this contract, and shall at all times have at least one of them on duty at Vigilant's headquarters. All said employees shall be competent to drive and operate any piece of fire apparatus of Vigilant.

12. OTHER CONTRACTS - It is understood that Vigilant shall continue to have the right to contract with and operate in other municipalities to provide fire protection and emergency ambulance service, and to respond to mutual aid calls to other municipalities.

13. OPERATION OF VEHICLE - The use and operation of the motor vehicle, apparatus and implements of Vigilant shall be under the sole care, jurisdiction and control of Vigilant. Vigilant, in the performance of this contract, in extinguishing fires and in rendering any service in connection with any conflagration of otherwise, shall act under the sole contract and jurisdiction of its officers, without any supervision by any officer of the Village.

14. COMMAND - Vigilant shall have the right, through its officers in command at any fire emergency within the Village to which it has responded, if in the opinion of said officer in command it is advisable and necessary, to summon aid or assistance from any other duly organized and existing fire company or department, in accordance with the provisions of the statutes of the State of New York, and may accept the services of individual firemen of other fire departments as provided by General Municipal Law Section 209-I.

15. NON-ASSIGNABILITY- Vigilant shall not assign or transfer any interest in this agreement without the prior written approval of the Village.

16. ACCESS TO RECORDS - Subject to reasonable notice, duly authorized representatives of the Village shall have the right to inspect the books and records of Vigilant relating to the services provided and payment made under this agreement.

17. BANKRUPTCY - Vigilant shall immediately notify the Village of any voluntary or involuntary bankruptcy proceedings filed by or against it under Title 11 of the United States Code, and shall promptly send the Village copies of all relevant pleadings. The Village agrees that the automatic stay under 11 U.S.C. § 362 shall be deemed inapplicable to any action by the Village to compel Vigilant to provide services under this agreement and in any event, that this agreement shall constitute consent by Vigilant to the lifting of any such stay.

18. GOVERNING LAW - This agreement shall be governed by any interpreted in accordance with the laws of New York State. The determination of any rights under this agreement shall be adjudicated in a federal or state court within the State of New York. The parties agree that the venue of any such action shall be in the County of Nassau, State of New York. Vigilant further acknowledges that its refusal to provide service under this agreement may cause irreparable injury to the Village not adequately remedied by money damages, which would warrant a grant of preliminary injunctive relief to the Village. The rights and remedies of the Village provided for under this agreement are in addition to any other rights and remedies provide by law.

In **WITNESS HEREOF**, the parties have duly executed this agreement, the Village on _____, 2021 and the Vigilant on Jan. 7, _____, 2021.

INCORPORATED VILLAGE OF THOMASTON

BY: _____
(Mayor)

VIGILANT ENGINE & HOOK & LADDER COMPANY

BY:  _____
(David Weiss, Chairman Board of Trustees)

**STATE OF NEW YORK
COUNTY OF NASSAU**


On this the _____ day of _____, 2021, before me personally appeared Steven Weinberg, to me known, who being by me duly sworn, did depose and say that he is the Mayor of the Village of Thomaston, Great Neck, New York; the corporation described in and which executed the above instrument; and that he signed his name by authority of the Board of Trustee's of said corporation.

Notary Public

Commission Expires

**STATE OF NEW YORK
COUNTY OF NASSAU**

On this the *7th* day of *January*, 2021, before me, the undersigned, a Notary Public in and for State, personally appeared David Weiss, constituting the Chairman of the Board of Trustees of said Fire Company personally known to me or proven to me on the basis of satisfactory evidence to be the individual subscribed to the within instrument and acknowledged to me that he executed the same in his capacity by the authority of the Board of Trustees of Vigilant Engine & Hook & Ladder Company, Inc.



Notary Public LAURA SAGER
Notary Public, State of New York
No. 01SA6180820
Qualified in Nassau County

Commission Expires January 14, 2024

PAYMENT SCHEDULE
VILLAGE OF THOMASTON

First Quarter Payment	January 10, 2021	\$10,848.75
Second Quarter Payment	April 10, 2021	\$10,848.75
Third Quarter Payment	July 10, 2021	\$10,848.75
Fourth Quarter Payment	October 10, 2021	\$10,848.75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Global Planning Corp. **NEW ADDRESS 11/1/2020** 20 Crossways Park N, Ste 200B Woodbury NY 11797		CONTACT NAME: Producer HA PHONE (A/C, No. Ext): (516) 829-9100 FAX (A/C, No): (516) 829-9106 E-MAIL ADDRESS:	
INSURED Vigilant Engine & Hook & Ladder Co., Inc. 83 Cutter Mill Road Great Neck NY 11021		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFNUTR000038601	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liab.-Occurrence \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			VFNUTR000038601	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 50,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			VFNUTR000038601	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$ PER STATUTE OTH-ER
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an Additional Insured under the policies' Blanket Additional Insured Endorsement. Policy includes Professional Healthcare Liability Coverage. VFIS-GLNY02.

CERTIFICATE HOLDER Village of Thomaston 100 East Shore Road Great Neck NY 11021	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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