Fire Protection Agreement

THIS AGREEMENT, made this 8th day of December 2026 between the TOWN BOARD OF THE TOWN OF NEW LEBANON, Columbia County, New York (hereinafter, the "Town"), and LEBANON VALLEY PROTECTIVE ASSOCIATION INC., of the Town of New Lebanon, Columbia County, New York (hereinafter, the "Association").

WITNESSETH, WHEREAS, there has been duly established in the Town of New Lebanon Fire Protection District #1, embracing territory in said Town as such territory is more fully described in the resolution establishing such district and duly adopted by the Town Board of the Town of New Lebanon on July 9, 1941 and the said resolution establishing the aforesaid district having been duly recorded in the office of the Clerk of the County of Columbia and whereas following a public hearing duly called, the said Town duly authorized a contract with the Association to the Town of New Lebanon Fire Protection District #1, upon the term and conditions herein set forth, and whereas the contract has been duly authorized by the Association:

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. The term of this Agreement shall be one (1) year to commence on the 1st day of January, 2027 and to end at 11:59:59 p.m. on the 31st day of December, 2027.
2. In consideration for the Association furnishing fire protection, along with echo level emergency medical response, including the use of any apparatus or equipment necessary thereto, in the Town of New Lebanon Fire Protection District #1, in accordance with the provisions set forth in this Agreement, the Town shall

pay the sum of ONE HUNDRED FIFTY-FOUR THOUSAND, TWENTY-FOUR DOLLARS ($154,024.00) ("the Contract Sum"), which amount shall be paid in four (4) installments as follows:

a. on or before February 15, 2027: $38,506

b. on or before May 15, 2027: $38,506

c. on or before August 15, 2027: $38,506

d. on or before November 15, 2027: $38,506

The sums due and payable by the Town hereunder shall be conditioned upon the timely performance by the Association of its obligations in accordance with this Agreement. All sums paid pursuant to any provision of this Agreement shall be a charge upon the Town of New Lebanon Fire Protection District #1, and said sum shall be levied upon the taxable property in the Town of New Lebanon Fire Protection District #1 and collected with the town taxes. The Association shall allocate a total of $20,000.00 of the Contract Sum, in proportions to be decided by the Association, among equipment, building, and truck capital reserves. The balance of the Contract Sum ($134,024.00) shall be used for the Association's operating expenses.

3. The Association shall, at all times during the period of the Agreement, be subject to call for attendance upon any fire or other emergency occurring within the area set forth herein, and when notified by any person by alarm, telephone call, radio or otherwise of a fire or other emergency within the areas set forth herein, the Association shall respond with and attend upon the fire or other emergency without delay with the equipment owned by the Association and personnel required to save lives and property involved in said fire or other emergency and to effect the prompt extinguishment of said fire or mitigation of said

emergency. Upon arrival at the scene of the fire or other emergency, the Association shall proceed diligently to apply its apparatus, equipment and personnel in any and every way necessary to save lives and property involved and to effect the prompt extinguishment of said fire or mitigation of said emergency.

4. The geographic area within which the Association shall be required to furnish fire protection or emergency mitigation for is hereby defined as: the entire geographic area embraced by the official boundary lines of the Town of New Lebanon.

5. Except as otherwise permitted by law, should any loss or damage whatever be sustained to the fire apparatus or other equipment of the Association answering, attending, or returning from a call in the area set forth in this Agreement or from any other area, whether sustained in the Town of New Lebanon Fire Protection District #1, or outside thereof, and irrespective of the cause thereof, the amount of such loss or damage shall be paid by the Association, and the Association hereby agrees to hold the Town harmless from any and all claims that may arise from any such loss or damage. Neither the Town of New Lebanon nor the Town of New Lebanon Fire Protection District #1 shall be responsible for any loss or damage to any vehicles or equipment owned by any of the firefighters, agents, servants or employees of the Association. The Association shall be responsible for paying the cost

of any and all materials of any and every kind and nature used by the Association, its firefighters, agents, servants or employees in connection with the answering, attendance upon, or returning from any calls, and the Association shall hold the Town harmless from any and all claims for any of these costs.

6. Volunteer Firefighters' Benefit Law Section 30 shall govern liability for all claims authorized by law for medical expenses, loss of wages, compensation, benefits or claims arising by reason of the injury or death of a firefighter, agent, servant or employee sustained while answering attending upon or returning from a call.

7. Neither the Town of New Lebanon nor the Town of New Lebanon Fire Protection District#1 shall be responsible to the other for any loss, injury or damage to persons or property unless injury or damage is caused by the actionable negligence of the Town of New Lebanon, the Town of New Lebanon Fire Protection District #1 or either of their duly authorized agents, servants or employees.

8. During the term of this Agreement, the Association shall at its sole cost and expense, keep and maintain general public liability insurance protecting and indemnifying the Town of New Lebanon, the Town of New Lebanon Fire Protection District #1, and the Association against any and all claims for damages to persons or property or loss of life in connection with any actions of the Association, its firefighters, agents, servants or employees. The limits of liability shall be not less than ONE MILLION DOLLARS ($1,000,000.00) in respect to bodily injury or death to any one person, not less than THREE HUNDRED THOUSAND DOLLARS ($300,000.00) property damage and not less than a THREE MILLION DOLLAR ($3,000,000.00) umbrella liability policy covering claims beyond the general liability amounts otherwise provide for herein. Such insurance shall be written by

a company authorized to engage in the business of general liability insurance in the State of New York, and proof of insurance shall be delivered to the Town, customer certificates, evidence of such paid-up insurance, which certificates will be issued by the insurance company and shows the Town as an additional insured.

9. The Town agrees that the Association will respond to calls for mutual aid assistance per current mutual aid plans, agreements and regulations in contiguous counties and as necessary during periods of activation of the New York State Fire Mobilization and Mutual Aid Plan. These agreements will also permit mutual aid assistance to departments in the State of Massachusetts. The Association will also accept and receive mutual aid per the same plans, agreements and regulations.

10. The Town and the Association agree that the methods, means, and decisions as to how service shall be rendered in the Town of New Lebanon Fire District #1 are the sole discretion of the officers or members of the Association or their mutual aid partners, as the case may be, on the scene of a fire or other emergency except that said methods, means and decisions shall be in compliance with New York State and United States Laws and regulations promulgated thereunder and shall be performed with due care under the circumstance.

11. The Association agrees that the Town Board shall, at a mutually agreed upon time, have access to any and all fire protection buildings, equipment and tools for the purpose of inspection.

12. The Town and the Association hereby agree that they will use their best efforts at all times in cooperating to extinguish fires and mitigate any other emergencies causing damage or bodily harm in the Town of New Lebanon Fire Protection District #l.

13. The Association also agrees to the following terms:

a. Negotiations between the Town and the Association to enter into an agreement pursuant to which the Association agrees to furnish fire protection in the Town of New Lebanon Fire Protection District #1 for a term commencing on January 1, 2028 shall begin no later than September 15, 2027 by the Association filing with the Town Board the statement required pursuant to NYS Town Law Section 184 (1-a)(a) itemizing the estimated costs of the Association attributable to the provision of services under the prospective contract. In addition to providing the information required under Section 184 (1-a)(a), by September 15, 2027 the Association shall file with the Town Board the budget documents in appendix A of this contract, filled out in their entirety, as well as a budget vs. actual report showing total monthly expenditures for January through August for each expense code, a sample of which is in appendix B of this contract.

b. The Association shall provide the following documents and information on or before each date specified below, subject to paragraph 14(c), below:

i. All documents and information required under NYS Town Law Section 184 by December 1st, 2027.

ii. A copy of the Annual Treasurer's Report for the end of the previous fiscal year by March 1st, 2027.

iii. The Association's compiled financial statements for the most recent completed fiscal year by December 1st, 2027.

iv. Asset Management/Replacement Plans for fire apparatus, fire equipment and buildings, which will include inventories of existing

assets, together with both a current and long-term plan for maintenance and replacement of assets. The budget request submitted by the Association shall include separate line to support the plan. The proposed asset management/Replacement plan shall specifically include an inventory of Trucks, equipment and real property by September 1st, 2027.

v. The Association will provide within 30 days of Town Board request (request can be made via an email from the Town Supervisor to the LVPA President), an updated active membership roster to include for each member, the member's name, municipality in which they reside, and category of membership.

vi. The Association agrees to notify the Town when any updates or amendments thereto are made to the Code of Ethics and/or Association By-Laws.

c. To the extent the documents and information set forth in paragraph 14(b), above, are required to be filed with any state or federal agency but such documents and information are not filed with such state or federal agency on or before the due date listed above, the Association shall provide such documents and information to the Town within 72 hours of filing with such state or federal agency.

d. The Association will provide monthly reporting including:

i. Monthly report of Association activity, to be provided to the Town one week in advance of the Town's regular Town Board meeting when meeting dates allow and as soon as possible if meeting dates do

not allow for a full week, to include the following information broken down by type of activity (Emergency calls, Drills/training, and Miscellaneous): date, description of activity, number of members attending the activity and personnel hours, total number of personnel and total number of personnel hours.

14. The Association will provide within 15 days of Town Board request (request can be made via an email from the Town Supervisor to the LVPA President), any other financial information which the Town Board may reasonably request to adequately document cash and property tax balances, incomes or cash flows, which may be used to support budget requests.

15. The Association agrees to maintain the following documents and make them available within 30 days of Town Board request (request can be made via an email from the Town Supervisor to the LVPA President):

    a. Drivers lists
    b. Company meeting minutes
    c. Vehicle maintenance records and check sheets
    d. Pump Test records
    e. Hose Test records
    f. Ladder Test records
    g. Self-Contained Breathing Apparatus (SCBA) Test records

16. The Town and the Association agree that this contract may be amended at any time during the term of the contract so long as both parties mutually agree on the terms and conditions of the amendment. The amendment shall be provided in writing and comply with procedures prescribed by the Town Law of the State of New York.

17. The Town and Association agree to cooperate to provide any and all necessary and relevant additional information to the other in a timely manner, upon written request, in order to promote and satisfy the needs of each other for the protection and benefit of the Town of New Lebanon.

18. The Association by and through its authorized representative(s) agrees to, upon request, meet with such Town Board members as may be designated by the Town Board to discuss the Association's operations, the Association's compliance with State Law requirements, and such other matters as the Town may request.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day in the year first above written, and the Association have caused its corporate seals to be hereunto affixed and these presents to be signed by duly authorized officers of the day and year first written above.

LEBANON VALLEY PROTECTIVE ASSOCIATION, INC.

By:_____
Edward Godfroy, President

TOWN OF NEW LEBANON

By:_____
Tistrya Houghtling
Town Supervisor

Appendix A

TOWN OF NEW LEBANON

2028 BUDGET REQUEST SUMMARY

LVPA Operating Budget | SF-1 LVPA

Prepared by:

Expense Line Name	2024 Actual	2025 Actual	2026 Actual	2027 Budgeted	2027 YTD as of 8/31/27	2028 Requested
Advertising						
Air Test & Bottle Maint.						
Bid & Legal Notices						
Bldg. Equip. Maint & Repair						
Bldg. Maint. & Repairs						
Dues & Subscriptions						
Dumpster						
Education/Training						
Equipment Maintenance						
Equipment Testing						
Extinguisher Inspection						
Fire Equipment						
Fire Gear						
Insurance						
Kitchen & Bath Supplies						
Legal & Accounting						
Miscellaneous						
Office Supplies						
Officer Compensation						
Service & Cleaning						
Pager Repairs						

TOWN OF NEW LEBANON

2028 BUDGET REQUEST SUMMARY

	LVPA Operating Budget	SF-1 LVPA
Prepared by:		

Expense Line Name	2024 Actual	2025 Actual	2026 Actual	2027 Budgeted	2027 YTD as of 8/31/27	2028 Requested
Physicals						
Post Office Box Rental						
Postage						
Snow Plowing/Mowing						
Utilities						
Vehicle Repair & Maint.						
Echo Level Response						
Total Operating Expenses						
Town Issued Capital Funding						

	2024 Capital Purchases	2025 Capital Purchases	2026 Capital Purchases
Item purchased or to be purchased			
Cost or projected cost			
Source of funding (which account or accounts & list amounts from each account)			
Item purchased or to be purchased			
Cost or projected cost			
Source of funding (which account or accounts & list amounts from each account)			
Item purchased or to be purchased			
Cost or projected cost			
Source of funding (which account or accounts & list amounts from each account)			
Item purchased or to be purchased			
Cost or projected cost			
Source of funding (which account or accounts & list amounts from each account)			
Item purchased or to be purchased			
Cost or projected cost			
Source of funding (which account or accounts & list amounts from each account)			

	YTD 2027 Capital Purchases (as of 8/31/27)	2028 Planned Capital Purchases
Item purchased or to be purchased		
Cost or projected cost		
Source of funding (which account or accounts & list amounts from each account)		
Item purchased or to be purchased		
Cost or projected cost		
Source of funding (which account or accounts & list amounts from each account)		
Item purchased or to be purchased		
Cost or projected cost		
Source of funding (which account or accounts & list amounts from each account)		
Item purchased or to be purchased		
Cost or projected cost		
Source of funding (which account or accounts & list amounts from each account)		
Item purchased or to be purchased		
Cost or projected cost		
Source of funding (which account or accounts & list amounts from each account)		

	Fire Checking - Contractual	Truck Capital Reserve	Equipment Capital Reserve
Balance as of 12/31/2023			
Net Increase (decrease) in 2024			
Explanation of increase or decrease in 2024			
Balance as of 12/31/2024			
Net Increase (decrease) in 2025			
Explanation of increase or decrease in 2025			
Balance as of 12/31/2025			
Net Increase (decrease) in 2026			
Explanation of increase or decrease in 2026			
Balance as of 12/31/2026			
Net Increase (decrease) in 2027 YTD			
Explanation of increase or decrease in 2027 YTD			

	Buildings Capital Reserve	Non-Contractual (excluding reserve accounts)	Grants/Other
Balance as of 12/31/2023			
Net Increase (decrease) in 2024			
Explanation of increase or decrease in 2024			
Balance as of 12/31/2024			
Net Increase (decrease) in 2025			
Explanation of increase or decrease in 2025			
Balance as of 12/31/2025			
Net Increase (decrease) in 2026			
Explanation of increase or decrease in 2026			
Balance as of 12/31/2026			
Net Increase (decrease) in 2027 YTD			
Explanation of increase or decrease in 2027 YTD			

Appendix B

Please note, this is a sample of what was emailed to the Town for 2027 budget and just to be used as a sample of what we are asking for.