

**FIRST AMENDMENT TO
FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT**

This First Amendment to Fire Protection and Emergency Services Agreement ("First Amendment Agreement"), effective as of August 1, 2021, by and between the **TOWN OF TYRE**, a municipal corporation with its address of 1082 Gravel Road, Seneca Falls, New York 13148 ("Town") and the **GALEN-CLYDE FIRE DISTRICT**, a district corporation with its address of P.O. Box 19, Clyde, New York, 14433 ("Fire District"),

WHEREAS, the Town and Fire District previously entered into a one-year agreement pursuant to Town Law 184 dated effective January 1, 2021 for the furnishing of fire protection and emergency services to the Town by the Fire District ("Agreement"); and

WHEREAS, the Town and Fire District mutually desire to amend such Agreement as provided herein and pursuant to Town Law 184(8) and following a public hearing.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter recited, the Town and Fire District mutually consent to the amendment of the Agreement dated effective January 1, 2021 to furnish fire protection of life and property to Town and to provide other emergency services, in the manner following, to wit:

1. **Term and Extension.** Paragraph 3(a) of the Agreement is hereby extended for an additional two years, for the full term of from January 1, 2021 to and including December 31, 2023.
2. **Additional Deliverables.** In addition to the provisions of Paragraph 3 of the Agreement, the parties agree and consent to add those additional requirements and provisions as set forth in Appendix A hereto.
3. **Compensation for Services.** Paragraph 4 of the Agreement is hereby amended to read as follows:
 4. **Compensation for Services.** The annual total amount of consideration provided by Town to Fire District under the terms of this Agreement shall be as follows:
 - (a) For the calendar year 2021, the sum of One Hundred Fifty-Five Thousand dollars (\$155,000);
 - (b) For the calendar year 2022, the sum of One Hundred Sixty-Five Thousand, One Hundred-Ten dollars (\$165,110); and
 - (c) For the calendar year 2023, the sum of One-Hundred Seventy Thousand, Sixty-Four dollars (\$170,064); and
 - (d) All sums due under this First Amendment shall be paid by Town to Fire District on or before April 1st of each year hereunder.

4. **Ratification of Agreement.** Except as set forth herein, all terms and conditions of the Agreement dated effective January 1, 2021 remain in full force and effect and are hereby ratified and confirmed by the mutual agreement and consent of the Parties.
5. **Counterparts.** This First Amendment Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding First Amendment Agreement.

IN WITNESS WHEREOF, Town has caused this First Amendment Agreement to be signed by the Town Supervisor, acting on behalf of the Town of Tyre following a public hearing pursuant to Town Law 184 and the Fire District has caused this Agreement to be signed by the Chairman of the Board of Fire Commissioners of the Fire District, acting on behalf of the Galen-Clyde Fire District.

GALEN-CLYDE FIRE DISTRICT

TOWN OF TYRE

By _____
Joseph Tavano, Chairman
Board of Fire Commissioners

By _____
Ronald McGreevy, Town Supervisor
Town of Tyre

ATTEST:

ATTEST:

By _____,
Secretary
Board of Fire Commissioners

By _____
Carolyn Sosnowski, Town Clerk
Town of Tyre

Consented to pursuant to General Municipal Law 209-d

CLYDE FIRE COMPANY, INCORPORATED

By _____
Richard Muoio, President

**FIRST AMENDMENT TO
FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT
APPENDIX A**

Additional Deliverables by Fire District

Pursuant to the First Amendment to Fire Protection and Emergency Services Agreement (“First Amendment Agreement”), effective as of August 1, 2021, the Fire District shall provide the following additional deliverables to the Town:

A1. The Parties mutually desire to develop a cadre of Town of Tyre residents as volunteer firefighters in sufficient number and training to form a new fire company within the Town of Tyre in a fire corporation to be created and appointed by the Town of Tyre Town Board pursuant to Not-for-Profit Corporation Law 1402(c)(3) and as otherwise provided by law. Nothing in this First Amendment Agreement or otherwise shall bind the Tyre Town Board to any particular action in the future, whether the formation of a fire company, the formation of a fire district, the extension of an existing fire district, or otherwise, which shall remain within the sole discretion of the Tyre Town Board as provided by law.

A2. The Fire District shall endeavor to develop and implement a recruitment, retention and training program within its fire department to achieve the goals of Paragraph A1 and as otherwise provided in this Appendix during the period of this First Amendment Agreement.

A3. The Fire District shall endeavor to recruit and retain a cadre of not less than 20 Town of Tyre residents by December 31, 2023, with not less than 10 of which shall be certified as having successfully completed NYS Firefighter 1 and the balance of having achieved at least NYS Basic Exterior Firefighter status by such date.

A4. The Fire District shall report to the Town Board at least once per quarter beginning January 2022 as to the progress and status of such recruitment, training and retention program.

A5. To the extent that such become available to the Town of Tyre, the equipment, apparatus and buildings of any current or former fire corporation located within the Town of Tyre shall be made available to the Fire District for its use in providing the services and deliverables under this First Amendment Agreement, subject to the further written agreement of the Parties.

A6. This Appendix shall become a part of the Agreement and First Amendment Agreement as between the Parties as if fully set forth therein.