



TOWN OF ARKWRIGHT

Fire Protection Contract with Cassadaga

CONTRACT FOR FIRE PROTECTION FOR TOWN OF ARKWRIGHT THIS AGREEMENT, effective the 1st day of January, 2027 between the **CASSADAGA VOLUNTEER FIRE DEPARTMENT**, a volunteer fire company, organized, incorporated and existing under the laws of the State of New York, and the **VILLAGE OF CASSADAGA**, a municipal corporation organized and existing under the laws of the State of New York and being located in the County of Chautauqua, both hereinafter called CASSADAGA, and the **TOWN OF ARKWRIGHT**, a municipal corporation organized and existing under the laws of the State of New York and being located in the County of Chautauqua and State of New York, hereinafter called ARKWRIGHT.

WITNESSETH: *WHEREAS*, there has been duly established in the Town of Arkwright a fire protection district known as "Town of Arkwright Fire Protection District" which is more fully described in the resolution establishing such district duly adopted by the Town Board of said Town on August 25, 1952, and *WHEREAS*, equipment and operating continue to increase the budget for fire protection, and *WHEREAS*, following a public hearing duly called, the Town Board of said Town of Arkwright has duly authorized a contract with CASSADAGA for fire protection and emergency medical services to said "Town of Arkwright Fire Protection District", as labeled as FPD No. 1 on the Chautauqua County Fire Coordinator's map, attached hereto and make a part hereof, and *WHEREAS*, this contract has also been duly authorized by the Board of Trustees, by the Mayor and by the Officers and Directors of CASSADAGA, **NOW, THEREFORE, ARKWRIGHT does engage CASSADAGA** to furnish fire protection and emergency medical services to said district and CASSADAGA agrees to furnish such protection in the manner following, to wit: 1. The firemen of CASSADAGA shall at all times during the period of this agreement be subject to call for attendance upon any fire or EMS call occurring in the "Town of Arkwright Fire Protection District", as labeled as FPD No. 1 on the Chautauqua County Fire Coordinator's map, attached hereto and make a part hereof, excluding Skinner Road, as shown on the attached map as "Area A" and Park Road, as shown as "Area B" on said map, and when notified by alarm, through the Chautauqua County enhanced 911 program, of a fire or emergency medical call within the district, such department shall respond and attend upon the fire or emergency medical situation without delay, and with so many of its personnel and with so much of its necessary equipment as may be readily available. Upon arriving at the scene of the fire, or emergency, the firemen of CASSADAGA attending shall proceed diligently in every way reasonably suggested to extinguishment of the fire and/or the saving of life and property in connection therewith. the 2. In consideration of furnishing aid and the use of CASSADAGA'S apparatus as aforesaid, ARKWRIGHT agrees to pay to CASSADAGA jointly the following sum for the calendar year of 2027, **TWENTY NINE THOUSAND TWO HUNDRED FIFTY DOLLARS AND FIFTY FOUR CENTS (\$29,250.54)**; and for 2028, the sum of \$29,250.54 (2027 amount) plus a percentage increase representing the increase, if any, of the inflation factor as promulgated by the Comptroller's Office of the State of New York for Tax Cap Law purposes and

implementation; and for 2029, the sum as determined for the past calendar year plus a percentage increase representing the increase, if any, of the inflation factor as promulgated by the Comptroller's Office of the State of New York for Tax Cap Law purposes and implementation; and for 2030, the sum as determined for the past calendar year plus a percentage increase representing the increase, if any, of the inflation factor as promulgated by the Comptroller's Office of the State of New York for Tax Cap Law purposes and implementation; and for 2031, the sum as determined for the past calendar year plus a percentage increase representing the increase, if any, of the inflation factor as promulgated by the Comptroller's Office of the State of New York for Tax Cap Law purposes and implementation. The above sums shall be for the services provided under this contract and the said sums shall be payable by ARKWRIGHT on or before the first day of May for the respective calendar year. It is further understood and agreed that all monies to be paid under this agreement shall be a charge upon the taxable property in said district and collected with Town taxes.

3. CASSADAGA shall provide and maintain at all times during the operative and effective period of this contract, automobile liability and property damage insurance, naming as additional insured the Town of Arkwright and the Town of Arkwright Fire Protection District, with limits of at least \$1,000,000.00 for personal injuries caused to any one person and \$1,000,000.00 for personal injuries to more than one person arising out of any one accident; and including at least \$1,000,000.00 property damage; and shall provide certificates of insurance to ARKWRIGHT. It is understood that CASSADAGA may choose their own carrier, providing the carrier is licensed by the State of New York Department of Insurance.

4 ARKWRIGHT shall provide and maintain at all times during the operative and effective period of this contract, general liability insurance, naming as additional insured the Village of Cassadaga, Cassadaga Volunteer Fire Department and the Town of Arkwright Fire Protection District, with limits of at least \$1,000,000.00 for personal injuries caused to any one person and \$1,000,000.00 for personal injuries to more than one person arising out of any one accident; and including at least \$1,000,000.00 property damage; and shall provide certificates of insurance to CASSADAGA. It is understood that ARKWRIGHT may choose their own carrier, providing the carrier is licensed by the State of New York Department of Insurance.

5. This agreement shall become operative on January 1, 2027, and continue for a period of five years, terminating December 31, 2031. However, the Village of Cassadaga by its Village Board, and the Town of Arkwright by its Town Board, may during the calendar months of August 2028, August 2029 and August 2030, give written notice to the other parties of its intention to opt-out of the remaining years of the agreement. Any opt-out determination by either Board shall not become effective until January 1 of the following year. In the event no such written notice is received by the parties by August 31, the contract shall continue in full force and effect.

6. Members of the Cassadaga Volunteer Fire Department, while engaged in the performance of this contract, shall have the same rights, privileges and immunities as if performing the same in the Village of Cassadaga, New York, including that period of their return from a fire or emergency. ARKWRIGHT agrees to be responsible for any losses incurred by any member of the CASSADAGA Volunteer Fire Department sustained in responding to services called for herein, to the extent that the New York State Volunteer Benefits Law may provide such coverage or benefit.

7. All of the Village of Cassadaga Fire Department apparatus and equipment shall be exempted from road posting restrictions while engaged in the performance of the terms of this contract, including the return from a fire or

emergency. IN WITNESS WHEREOF, CASSADAGA and ARKWRIGHT have caused their corporate seals to be hereunto affixed by the hands of the President, Mayor and Supervisor, respectively, and each of said parties has caused this instrument to be hereunto attested by the hand of its respective clerk, on the day and year first above written.

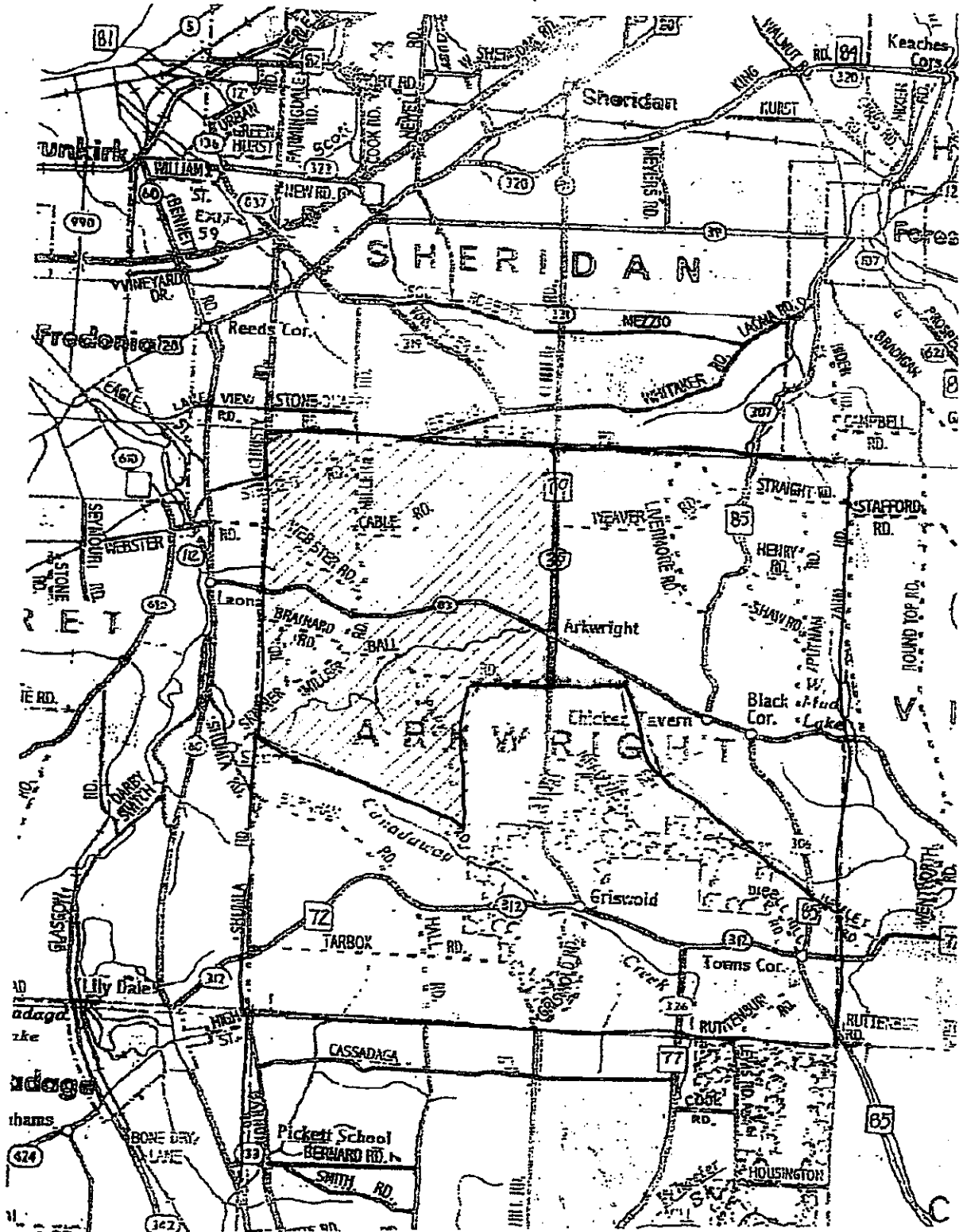
CASSADAGA VOLUNTEER FIRE DEPARTMENT _____

VILLAGE OF CASSADAGA _____ Rudy Abersold, Mayor

TOWN OF ARKWRIGHT _____ Brian McAvoy, Supervisor

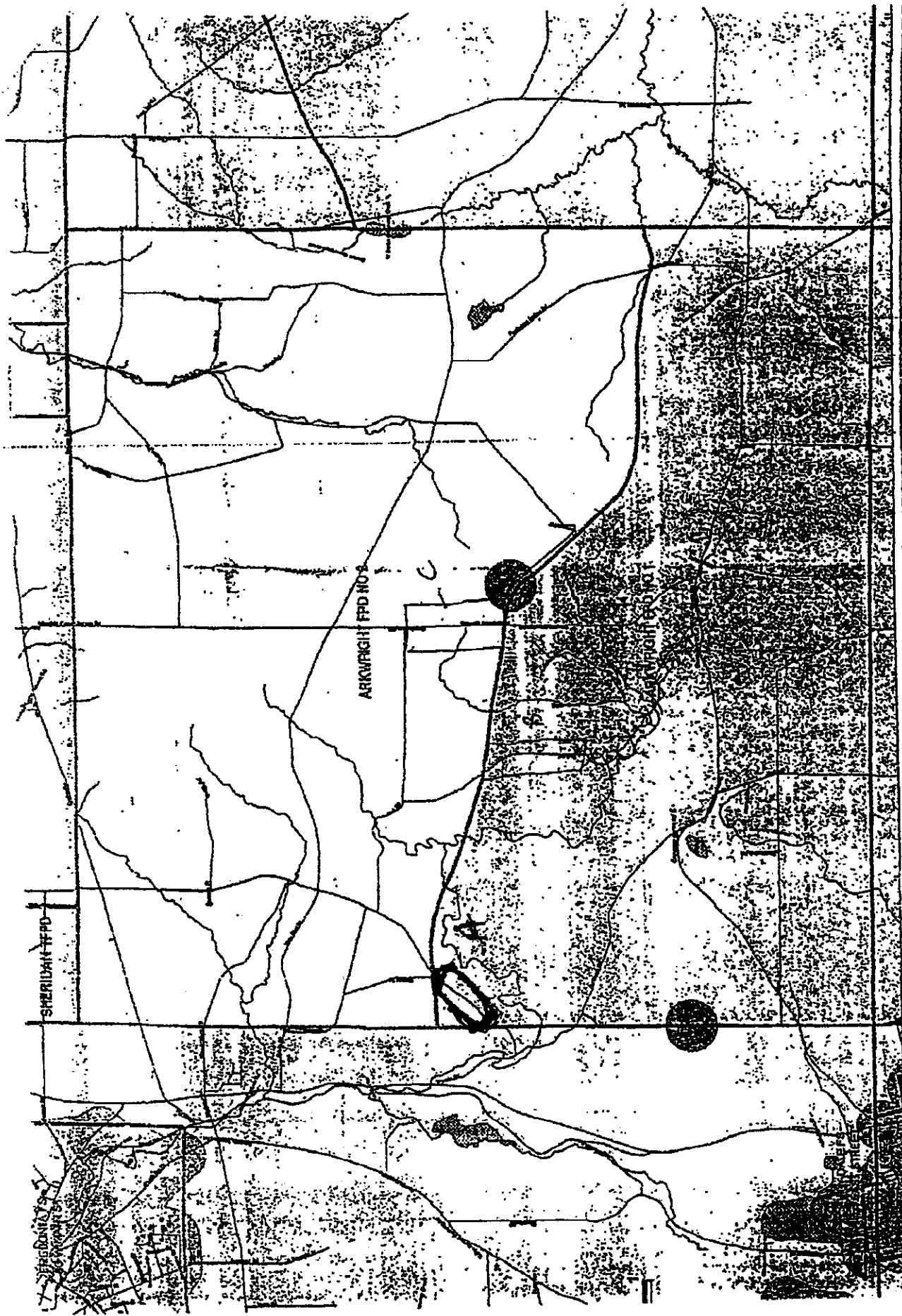
Legend

-  Sheridan
-  Forestville
-  Cassadaga



SCHEDULE

"A"



A = SKINNER RD - goes thru cross, to Sheridan - no exit - DIRT ROAD CLOSED W/ WAVE
 B = PARK RD - goes thru " " " " - STATE CLOSED XXXX PORTION OF ROAD
 C = center rd between Bull & window - goes thru Fairville to cross at night