

Trustees
Andrew Koerner
Jim George
Jeff Ely
Steven Miller
Clerk/Treasurer
Bethany Jordan
Ext. 102
Fire Chief
Brian Meyers



Mayor
Donna Schiener

Supt of Public Works
Andrew J. Bartz
Ext. 113
Asst. Supt. of Public Works
Derek Rule
Ext. 131
Police Chief
Matthew Krist
Ext. 108

September 16, 2026

Mindy Holland, Clerk
Town of Freedom
1188 Eagle Street
PO Box 89
Sandusky, NY 14133

Re: Fire Contract for 2027

Dear Mindy:

Enclosed please find three (3) original Fire Contracts between the Village of Arcade and the Town of Freedom for calendar year 2027.

Please obtain Josh's signature on Page 5 on each contract in the presence of a Notary. Return all three executed contracts to me and I will send you one fully executed copy when it becomes available.

Very truly yours,

VILLAGE OF ARCADE

Bethany Jordan
Clerk/Treasurer

Encl.

VILLAGE OF ARCADE
17 Church Street, Arcade, NY 14009
Telephone: (585) 492.1111 • Fax: (585) 496.7444 • TDD: (800) 662.1220

Web: www.villageofarcadeny.gov

Office Hours: 7:00 am to 4:00 pm, Monday through Friday, except Holidays

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AGREEMENT

MADE this ____ day of November, 2026, Between the TOWN BOARD OF THE TOWN OF FREEDOM, Cattaraugus County, New York, a municipal subdivision existing under and by virtue of the laws of the State of New York, hereinafter designated as party of the first part, and the VILLAGE OF ARCADE, County of Wyoming and State of New York, a municipal corporation hereinafter designated as party of the second part.

WHEREAS, there has been duly established in the said Town of Freedom a fire protection district known as "Town of Freedom, Fire Protection District No. 1" embracing territory situate in said Town of Freedom as more fully described hereinafter; and

WHEREAS, following a public hearing duly called on November ____, 2026, the said Board of the party of the first part duly authorized a contract with the party of the second part for Fire Protection to said district upon the terms and provisions herein set forth; and

WHEREAS, this contract has also been duly authorized by the Board of Trustees of the party of the second part;

NOW, THEREFORE, the party of the first part does engage the party of the second part to furnish fire and ambulance protection to said district and the party of the second part agrees to furnish such protection in manner following, to wit:

1. That the incorporated Volunteer Fire Department of the party of the second part will answer all fire alarms and calls for assistance arising within the bounds of the area of the Town of Freedom, Fire Protection District No. 1 when notified by alarm or telephone call from any responsible person within said Fire Protection District, and said Volunteer Fire Department shall respond and attend upon such requests without unreasonable delay and shall proceed diligently and in every way reasonable suggested to the extinguishment of the fire and the saving of life and property in connection therewith, subject to the reasonable discretion of the Chief of the said Volunteer Fire Department.
2. That the incorporated Volunteer Fire Department of the party of the second part will answer all general emergency calls for assistance arising within the bounds or area of the Town of Freedom, Fire Protection District No. 1 when notified by telephone call from any responsible person within said Fire Protection District, and said Volunteer Fire Department shall respond and furnish general ambulance services for the purpose of (1) providing pre-hospital emergency medical treatment in the case of accidents, calamities or other emergencies in connection with which their services are required, (2) transporting any sick, injured or disabled resident or person found within said District to a hospital, clinic, sanatorium or other place for treatment and care and returning such person therefrom if still sick, injured or disabled and (3) transporting any sick, injured or disabled resident of said District from a hospital, clinic, sanatorium or other place where such person has received treatment and care to any other place for treatment and care or to such person's home whether such hospital, clinic, sanatorium or other place where such person has received treatment and care is within or without said District or territory listed on the ambulance service certificate or certificate of registration as the usual territory within which the ambulance service operates.

3. This contract shall run for a term of one (1) year from January 1st, 2027 and ending December 31st, 2027, at 11:59pm and the party of the first part covenants and agrees on behalf of said Fire Protection District to pay for the use of the Fire apparatus and for such fire protection, at the rate of **\$76,658.00**, payable on or after June 1, 2027.
4. Nothing contained in this contract shall be construed to relieve the party of the first part from the liabilities imposed by law upon such party of the first part pursuant to Article 10 of the General Municipal Law, or the Volunteer Firemen's Benefit Law, and the party of the first part specifically agrees to secure all liabilities now or which may hereafter be imposed by law for the benefit or protection of the Volunteer Firemen of the party of the second part or for the protection of its apparatus or equipment.
5. The party of the second part agrees to carry public liability insurance coverage on its fire apparatus in limits of not less than \$500,000 each person \$1,000,000 each accident for bodily injury liability and \$100,000 property damage liability and to pay all premiums necessary to effect and maintain such coverage.
6. All monies to be paid under any provision of this agreement shall be a charge upon the said Fire Protection District to be assessed and levied upon the taxable property in said district and collected with the Town taxes.
7. The party of the first part agrees to secure to members of the Volunteer Fire Department of the party of the second part, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, the same rights, privileges and immunities as if said Volunteer Firemen were performing such duties in the Village of Arcade, Wyoming County, New York.
8. The area for which fire protection is hereby contracted is within the bounds of said Town of Freedom, Fire Protection District No. 1 as originally established, and which said Fire Contract area is bounded substantially as follows:

All properties on County Route 90, a/k/a/ Bixby Hill Road, between house numbers 12000 and 11652;

All properties on Edmunds Road from Brown School House Road, house number 2152 Edmunds Road through to Maple Grove Road, house number 1440 Edmunds Road;

All properties on County Route 22, a/k/a Maple Grove Road, (both East and West sides) from the intersection of Cheeseman Hill Road, house number 10300 Maple Grove Road, North to NYS Route 98, house number 11330 Maple Grove Road;

All properties on NYS Route 98 (both sides) from Wyoming/Cattaraugus County line, house number 12000 NYS Route 98 through to the intersection of Phillippi/Moore Road, house number 10968 NYS Route 98;

All properties on Osmun Road (both east and west sides) from Baird Road, house number 10750 Osmun Road through to Freedom Road, house number 11080 Osmun Road;

All properties on Baird Road, Tower Road, Bray Road, North Road, Sparks Road, Brown School House Road, Green Road, Cheney Road, Pratt Road, Jones Road, Roberts Road, Storm Road, Eagle Street, Mutton Hollow Road, Clear Meadow Drive, Cemetery Road, Hughes Road, Freedom Road (County Road 23), Depot Street, McMurphy Road, Witt Road, East County Line Road, Scotch Road, Hagerdon Road, Dow Road, Moore Road, Roblee Road, Woodbridge Park, Ritter Lane, Weichman Road, Hampshire Drive, Sunset Lane, Sunrise Lane, Beaver Road, Fawn Lane, Skyline Drive, Baker Road, Booming Hill Road, Ridge Road, Lake Road, Old Road, Harwood Road and South Road

In addition to the above area, ambulance service will also be provided in Freedom Fire Protection District 3 (Farmersville) Area:

All properties on NYS Route 98 from the intersection of Phillippi/Moore Road, house number 10967 NYS Route 98 through to the Freedom/Farmersville town line, house number 10000 NYS Route 98;

All properties on NYS Route 243 starting at NYS Route 98, house number 500 NYS Route 243 through to the Allegany County/Freedom town line, house number 1 NYS Route 243;

All properties on Osmun Road (both east and west sides) from the intersection of Baird Road, house number 10749 Osmun Road through to NYS Route 98, house number 10100 Osmun Road;

All properties on the east side of County Route 22, a/k/a/ Maple Grove Road, from the intersection of Cheeseman Hill Road, house number 10298 through to the Freedom/Farmersville town line, house number 10000 Maple Grove Road (even numbers);

All properties in Beaver Lake Development;

All properties on Siloam Road, Cross Road, Blue Street, Sandbank Road, Galen Hill Road, Phillipi Road, Higgins Road, Crystal Lake Road, Scout Road, Burrough Road, Zimmer Road, B&S Road, Gilmore Road and Old Route 98.

9. This agreement contemplates that the party of the second part owns and now maintains:
- (a) a 2025 Pierce Pumper;
 - (b) a 2009 International Heavy Rescue;
 - (c) a 2016 Freightliner Pumper/Tanker;
 - (d) a 2018 Freightliner Pumper;
 - (e) a 2020 International Tanker;
 - (f) and other suitable apparatus substantially fulfilling requirements for servicing fires in rural areas.

Whenever this contract refers to the furnishing of fire apparatus by the party of the second part, it contemplates generally the use of all or a portion of the above listed apparatus and further contemplates that at least 50% of the required fire flow pumping capacity be maintained with the Village limits for the particular protection of property within said Village unless the Chief of the department deems the use of additional apparatus is necessary for a particular emergency.

10. This agreement also contemplates that the party of the second part is now a member or participant in the Wyoming County and State Mutual Aid Plan for fire assistance as recommended by the State Civil Defense Commission and as such is within certain limitations required from time to time to furnish a portion of its fire apparatus to be subject to call to adjoining areas as directed by the County Coordinator, and which adjoining areas might be either in Wyoming County or in nearby County areas, and that this contract is necessarily written subject to such requirements and with full knowledge thereof.
11. This agreement shall be made subject to the approval of, and endorsement by, the Arcade Fire Department, Inc.
12. The parties hereto represent that they have severally taken all legal steps necessary to authorize entering into this agreement and they severally agree to take promptly such legal steps or proceedings, if any, as may be later necessary.

STATE OF NEW YORK)
COUNTY OF CATTARAUGUS) SS:
VILLAGE OF ARCADE)

I, **JOSHUA CUTLER**, affirm that I reside in the Town of Freedom, Wyoming County, New York, and that I represent the Town Board of said Town of Freedom, a municipal subdivision of the State of New York, that as a member of said Town Board, I hereby execute and deliver the forgoing Agreement pursuant to a resolution adopted by the Town Board of the Town of Freedom on the ____ day of November, 2026.

TOWN OF FREEDOM

Supervisor



Sworn to before me personally appeared **JOSHUA CUTLER** this ____ day of _____, 2026.

Notary

STATE OF NEW YORK)
COUNTY OF WYOMING) SS:
VILLAGE OF ARCADE)

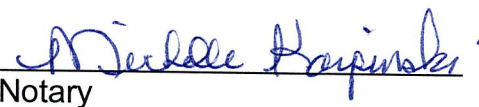
I, **DONNA J. SCHIENER**, affirm that I reside in the Village of Arcade, Wyoming County, New York, and that I represent the Village Board of said Village of Arcade, a municipal subdivision of the State of New York, that as a member of said Village Board, I hereby execute and deliver the forgoing Agreement pursuant to a resolution adopted by the Village Board of the Village of Arcade on the 15th day of September, 2026.

VILLAGE OF ARCADE



Mayor

Sworn to before me personally appeared **DONNA J. SCHIENER** on this 15th day of September, 2026.



Notary

MICHELLE KARPINSKI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01KA6295015
QUALIFIED IN CATTARAUGUS COUNTY
MY COMMISSION EXPIRES DEC 23, 2026

**APPROVAL AND ENDORSEMENT BY THE
ARCADE FIRE DEPARTMENT, INC.**

STATE OF NEW YORK)
COUNTY OF WYOMING) SS:
VILLAGE OF ARCADE)

I, **BRIAN MEYERS**, affirm that I reside in the Town of Arcade, Wyoming County, New York, and that I am the Chief of the Arcade Fire Department, Inc. I hereby acknowledge that a true copy of the forgoing Agreement has been reviewed by me, presented to the Trustees of the Arcade Fire Department, Inc. and to the general membership thereof; and a copy thereof conspicuously posted in the Arcade Fire Department Building. I hereby execute the foregoing Agreement with the consent of and upon the direction of the Trustees of said corporation.

ARCADE FIRE DEPARTMENT, INC.

Brian Meyers, Chief

Sworn to before me personally appeared **BRIAN MEYERS** on this _____ day of _____, 2026.

Notary