FIRE AND AMBULANCE CONTRACT

THIS AGREEMENT, made and entered into as of the 1st day of January 2027 by and between the VILLAGE OF DELEVAN, County of Cattaraugus and State of New York, a municipal corporation, party of the first part, and TOWN OF FREEDOM, County of Cattaraugus and State of New York, a municipal corporation, party of the second part,

WHEREAS, the party of the first part is a municipal corporation duly organized under the laws of the State of New York and has a duly organized Volunteer Fire Department and fire-fighting equipment and has available emergency ambulance service; and

WHEREAS, the party of the second part is a municipal corporation duly organized and existing under the laws of the State of New York and has a duly organized and existing Fire Protection District No. 2, which contains the following properties: All properties on County Routes 73 and 90, also known as Bixby Hill Road, Marble Springs Road and/or Pigeon Hill Road between houses numbered 11651 and 10000; all properties on Edmunds Road from Brown Schoolhouse Road, house number 2150 to County Route 73, also known as Bixby Hill Road, Marble Springs Road and/or Pigeon Hill Road, house number 2400; all properties on the west side of County Route 22, also known as Maple Grove Road from the intersection of Cheeseman Hill Road, house number 10299 on Maple Grove Road through to the Freedom/Farmersville town line, house number 10001 on Maple Grove Road (odd numbers); and all properties on Fisher Blake Road, Stone Quarry Road, Ashcraft Road, Cheeseman Hill Road, Swanson Hill Road, County Route 21, Elton Road, Strong Road, Railroad Street and Lime Lake-Elton Road (County Route 36); it being the intention to serve the southwest corner of the Town of Freedom and those properties within said area not included within the area protected by the contracts with the Village of Arcade and the Farmersville Fire District; and

WHEREAS, at a regular meeting of the Town Board of the TOWN OF FREEDOM heretofore held, a resolution was duly adopted authorizing the Supervisor of the Town of Freedom to enter into a contract with the party of the first part for fire protection and emergency ambulance service, as hereinafter set forth, and

WHEREAS, at a regular meeting of the Board of Trustees of the Village of Delevan, heretofore held, a resolution was duly adopted authorizing the Mayor of the Village of Delevan to enter into a contract with the party of the second part,

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

ONE: The Volunteer Fire Department of the Village of Delevan shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in within the bounds or area of the Town of Freedom hereinafter described, and when notified by alarm or telephone call by any such person with the said area of the Town of Freedom, such department shall respond and attend upon the fire without delay and shall proceed diligently and in every way reasonably suggested to the extinguishment for the fire, provided, however, the Fire Chief or whosoever shall be in charge of the Volunteer Fire Department of the party of the first part, shall under no circumstances be required to take the equipment upon a highway or thoroughfare which is in such condition that damage may result to said equipment, and the discretion of the said Chief or whosoever shall be in charge shall be final, and such decision is in no way to be considered a breach of this contract. In addition, the Village of Delevan shall provide said area of the Town of Freedom with ambulance service which shall be provided in accordance with the statutes, rules and regulations promulgated by the proper state authorities.

TWO: The term of this Contract shall be for two (2) years commencing on the 1st day of January 2027, and shall continue thereafter until terminated by service of thirty (30) days' notice, in writing, by either party upon the other on or before the 1st day of October in each calendar year; but in any event, shall terminate two (2) years from the date hereof, and in consideration therefore, the party of the second part agrees to pay to the party of the first part for the aid and use of fire apparatus and for emergency ambulance service during the term of this Contract the sum of THIRTEEN THOUSAND TWO HUNDRED SIXTY ($13,260.00) DOLLARS for the year 2027, and THIRTEEN THOUSAND FIVE HUNDRED TWENTY FIVE ($13,525.00) DOLLARS for the year 2028, which sum shall be payable on or before the 15th day of February in each calendar year. The notice provided for shall be served by registered mail upon the Clerk of each parties hereto.

THREE: Nothing contained in this Contract shall be construed to relieve the party of the second part from liabilities imposed by law upon such party of the second part pursuant to Article X of the General Municipal Law and the Volunteer Fireman's Benefit Law, and the party of the second part agrees to assume all liabilities which are now or may hereafter be imposed by law for the benefit or protection of the volunteer firemen of the party of the first part or for the protection of its apparatus or equipment.

FOUR: The party of the second part agrees to secure to the members of the Volunteer Fire Department of the party of the first part, while engaged in the performance of their duties in answering, attending upon or returning from any call, either for fire protection or emergency ambulance service, provided for by this Contract, the same rights, privileges and immunities as if said volunteer firemen were performing such duties in the Village of Delevan, Cattaraugus County, New York.

FIVE: The area Fire Protection District No. 2 contracted for within the Town of Freedom is bounded and described as follows: All properties on County Routes 73 and 90, also known as Bixby Hill Road, Marble Springs Road and/or Pigeon Hill Road between houses numbered 11651 and 10000; all properties on Edmunds Road from Brown Schoolhouse Road, house number 2150 to County Route 73, also known as Bixby Hill Road, Marble Springs Road and or Pigeon Hill Road, house number 2400; all properties on the west side of County Route 22, also known as Maple Grove Road from the intersection of Cheeseman Hill Road, house number 10299 on Maple Grove Road through to the Freedom/Farmersville town line, house number 10001 on Maple Grove Road (odd numbers); and all properties on Fisher Blake Road, Stone Quarry Road, Ashcraft Road, Cheeseman Hill Road, Swanson Hill Road, County Route 21, Elton Road, Strong Road, Railroad Street and Lime Lake-Elton Road (County Route 36); it being the intention to serve the southwest corner of the Town of Freedom and these properties within said area not included within the area protected by the contracts with the Village of Arcade and the Farmersville Fire District.

SIX: This Agreement also contemplates that the party of the first part is now a member or participant in the County and State Mutual Aid Plan for fire assistance as recommended by the State Civil Defense Commission and as such is within certain limitations in that from time to time it is required to designate a portion of its fire apparatus to be subject to call to adjoining areas as directed by the County Coordinator and that this Contract is necessarily written subject to such requirements and with full knowledge thereof.

SEVEN: This Agreement shall be made subject to the approval and endorsement by the Delevan Volunteer Fire Company, Inc.

EIGHT: The parties hereto represent that they have severally taken all legal steps necessary to authorize and enter into this Agreement, and they severally agree to

take promptly such further legal steps and proceedings, if any, as may be necessary to effectuate the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and have caused their corporate seals to be affixed hereto on the day and year first above written.

VILLAGE OF DELEVAN, NEW YORK

By: _____
Patricia Sherwood, Mayor

ATTEST:

_____
Village Clerk

TOWN OF FREEDOM, NEW YORK

SEAL

By: _____
Josh Cutler, Supervisor

ATTEST:

_____
Town Clerk

SEAL