

## **CONTRACT FOR FIRE PROTECTION**

1. THIS AGREEMENT, made on the 5th day of May, 2020, pursuant to Section 4-412 of the Village Law, between the BOARD OF TRUSTEES OF THE VILLAGE OF FREEVILLE (said Village being of political subdivision of the County of Tompkins and State of New York), hereinafter called Village Board, and W.B. STRONG FIRE COMPANY OF FREEVILLE, INC., a corporation organized under the laws of the State of New York, having its principal place of business in the Village of Freeville, New York, hereinafter called the Fire Company.
2. The Village Board deems it in the public interest of said Village to contract with said Fire Company for fire protection and emergency and rescue service within the Village.
3. The Fire Company is willing to provide such fire protection and emergency and rescue service according to the terms of said agreement.
4. A public hearing has been held after due notice describing in general terms this contract.
5. THEREFORE, IT IS AGREED AS FOLLOWS:
  - a. That the Fire Company will respond to any call for the extinguishment of a fire occurring or for emergency and rescue service within the territory of the said Village.
  - b. Despite any other contracts entered into between the Fire Company and any other town, village, etc., the Fire Company agrees that its primary obligation is for the protection of persons and property within the Village of Freeville and agrees that in the event of a serious fire or other emergency within the said Village the Fire Company shall honor its primary obligation to said Village, and shall not answer calls from outside the Village if in the judgment of the Fire Company Officer in Charge to do so would endanger the persons or property of the Village.
  - c. In consideration of the fire protection given by the Fire Company according to this agreement, the Village Board agrees to pay the sum of eleven thousand (\$11,000.00) dollars during the term of this agreement for all the services to be rendered hereunder. A voucher for payment will be processed by the Village Clerk once the contract has been signed and executed by both parties.
  - d. In consideration of the funds paid to the Fire Company by the Village Board, the Fire Company agrees that it shall operate, maintain and repair all fire fighting equipment owned by said Fire Company.
  - e. Pursuant to Section 205-b of the General Municipal Law, the Village Board has obtained liability insurance covering responsibility for injuries to persons or property or death (other than injury to the person, property or death of a member of the Fire Company) occurring within the territorial limits of the Village of Freeville as a result of negligence of the members of said Fire Company other than any such injuries or deaths resulting from willful negligence malfeasance of any members of the Fire Company.
  - f. It is mutually understood and agreed that the Village of Freeville has obtained insurance in accordance with the provisions of the Volunteer Firemen's Benefit Law, from PERMA and that volunteer firemen who are regular members of the Fire Company are included in and covered by such insurance plan if and when they respond to any fire alarm or call for assistance in the extinguishment of a fire, or call for emergency and rescue service.
  - g. It is further understood and agreed that for and in consideration of the monies paid by the Village pursuant to this contract, the Fire Company shall defend, indemnify and hold harmless the Village

for any and all loss or damage to or expense incurred in the operation of, fire apparatus or other equipment, or the cost of any materials used in connection with any call for assistance from outside the Village as provided is Section 209(2) of the General Municipal Law.

- 6. This contract was approved by resolution of the Board of Trustees of the Village of Freeville on the 5th day of May 2020.
- 7. This contract was approved by resolution of the Board of Directors of the W.B. Strong Fire Company of Freeville, Inc. on the \_\_\_\_\_ day of \_\_\_\_\_, 2020
- 8. This agreement shall take effect on June 1, 2020. It shall expire at midnight May 31, 2021.
- 9. If any provision of this agreement is illegal, the remainder of the agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

W. B. STRONG FIRE COMPANY  
OF FREEVILLE, INC.

BOARD OF TRUSTEES OF THE  
VILLAGE OF FREEVILLE

By: \_\_\_\_\_  
Board Chairman

By: \_\_\_\_\_  
Mayor