

AGREEMENT

THIS AGREEMENT is a modification of a prior definite sum payment agreement made by and between the **Town Board of the Town of Pendleton**, in the County of Niagara and the State of New York, hereinafter designated as the **party of the first part**, and **Wendelville Fire Company, Inc.** of Wendelville, in the Town of Pendleton, County of Niagara and state of New York, hereinafter designated as the **party of the second part**, this Agreement shall be for fiscal year 2024;

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Pendleton, a fire protection district known as the Town of Pendleton Fire Protection District, which said district embraces the entire territory of the said Town of Pendleton, as such territory is more fully described in a resolution establishing said district, and duly adopted by the party of the first part on the 5th day of December 1939; and

WHEREAS, the party of the first part has been duly authorized to enter into 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 been duly authorized by the Wendelville Fire Company, Inc., the party of the second part;

NOW, THEREFORE, the party of the second part agrees to furnish such protection in the following manner, to wit:

1. The fire department of the said party of the second part shall, at all times during the period of this agreement, be subject to call for attendance upon and fire occurring in such district, and when notified by alarm or telephone call from any person within the district of a fire within the district, such department shall respond and attend upon the fire without delay and with suitable ladder, pumping and hose apparatus of the party of the second part. Upon arriving at the scene of the fire, the firemen of the party of the second part attending shall proceed diligently and in every way reasonable, to extinguish the fire and the saving of life and property in connection therewith.
2. The fire department of the said party of the second part shall, at all times during the period of this agreement, provide emergency service in case of accident, calamity or other emergency in connection with which the services of the firemen may be required.
3. Pursuant to New York Town Law Section 184, the Wendelville Fire Company, Inc., shall annually file with the Pendleton Town Board a statement itemizing the estimated costs of the incorporated fire company attributable to the provision of

services under the prospective contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs

4. It is further agreed by the party of the second part that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of the law, head of city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or answer any relevant question concerning such transaction or contract, said party of the second part shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal and that any and all contracts made with any municipal corporation or any public department, agency, or official hereof on or after the 1st day of July 1959, by such party of the second part, may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

NOW, THEREFORE, pursuant to New York Town Law Section 184, the party of the first part does hereby engage the party of the second part to furnish fire protection to said district, in the following in manner, to wit:

1. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the party of the second part shall receive the sum of \$432 Hundred and 636 Thousand Dollars (**\$432,636**) for the year beginning January 1, 2024 and ending December 31, 2024.
2. In addition to such payment of \$407,136.00 the party of the first part shall pay to the party of the second part a payment on the amount of 30 thousand and 526.67 hundred (**\$30,529.67**) for the acquisition of fire apparatus in 2023. It is not the intent of the Town of Pendleton that such one time payment of (\$30,529.67) to the Wendelville Fire company, Inc. in 2024 shall increase its annual payment by such amount in subsequent years.

3. Therefore, the total payment by the party of the first part to the party of the second part for fiscal year 2024 shall be **\$463,165.67**.
4. All monies to be paid under the provisions of this agreement shall be charge upon the Town of Pendleton to be assessed and levied upon the taxable property of the said town and collected with the town taxes.
5. This agreement shall continue for a period of one year from the date hereof. The term of this contract, including renewals, shall not exceed five years.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year above written.

TOWN OF PENDLETON, Niagara
County, New York

By _____
Joel Maerten, Supervisor

Councilman

Councilman

Councilman

Councilman

ATTEST:

Town Clerk

**MEMBERS OF THE TOWN BOARD
OF THE TOWN OF PENDLETON**

ATTEST:

Secretary

WENDELVILLE FIRE COMPANY, INC.

By: _____