

THIS AGREEMENT made the 1st day of **January, 2017**, between the TOWN BOARD of the Town of Durham, Greene County, State of New York, acting pursuant to the provisions of Section 184 of the Town Law, party of the first part, and the **OAK HILL - DURHAM VOLUNTEER FIRE COMPANY, INC.**, a fire corporation created pursuant to the provisions of the Membership Corporation Law of the State of New York, hereinafter designated as the party of the second part.

WITNESSETH;

WHEREAS, by resolution of the party of the first part adopted September 13, 1949, a Fire Protection District was duly organized in said Town of Durham, which includes all of the territory of said Town described in the Certificate of Incorporation of the party of the second part, to wit:

Commencing at the Town Line between Durham and Greenville at Old Plank Road to School House Road including Gibson Road, both sides of School House Road to Wright Street; thence easterly to Decker Lane, both sides of Decker Lane; thence southerly along Decker Lane in a straight line to Route 145 near Elliott Place; then southerly along Elliott Place to a junction of Shady Glen Road up to Stone Bridge Road; thence westerly along Stone Bridge Road including both sides of the road to Gulf School House Road; thence westerly along Stone Bridge Road, including both sides of the road, to Gulf school House Road; thence south westerly along Gulf School House Road, including both sides of the road, crossing the intersection of Sutton Road and Pratt Road to the Town of Windham line; thence north westerly to Schoharie County line to Albany County line, thence East on Albany County line to Town of Greenville line; thence southerly to Old Plank Road.

WHEREAS, following a public hearing duly called in accordance with the provisions of Section 184 of the Town Law, said party of the first part, duly authorized the making of a contract with the party of the second part for fire protection in said Fire Protection District upon terms and conditions hereafter set forth.

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

1. The party of the second part shall at all times during the period of this agreement be subject to call for attendance upon any and all fires occurring in said Fire Protection District, and when notified by alarm, telephone call, or otherwise of a fire within said Fire Protection District, shall respond and attend upon the fire without delay, with suitable ladders, pumps, hoses, and other apparatus of party of the second part, and upon arriving at the scene of the fire, said party of the second part shall proceed to extinguish the same and shall use its utmost endeavors to prevent loss of life or property in connection herewith.

2. It is further mutually understood and agreed between the parties hereto that the party of the second part will procure insurance covering the fire apparatus to be used in the rendition of fire protection service to said Fire Protection District for personal liability, property damage, and collision, and will keep the same in force during the effective period of this agreement, and will include the Town of Durham as an insured in the insurance policy.

3. It is further mutually understood and agreed between the parties hereto that the party of the second part will, at all times, keep the apparatus and equipment to be used in the rendition of fire protection service to said Fire Protection District in first-class repair and order, and will supply the services of a sufficient number of firemen to perform its obligations there under.

4. In consideration of the faithful performance by the party of the second part of its obligations under this Agreement, the party of the first part agrees to pay to the party of the second part, on behalf of said Fire Protection District on or before February 28, 2017, the sum of **\$102,230.00**, such amount to be raised by taxes upon the real property within said Fire Protection District in said Town of Durham as provided in the Town Law of the State of New York.

This Agreement shall become effective as of January 1, 2017, and shall continue in effect for the period of one year thereafter.

In WITNESS WHEREOF, the parties hereto have dully executed and delivered this Agreement the day and year first above written.

DATED:

**OAK HILL DURHAM VOL. FIRE CO.**

**TOWN BOARD OF THE TOWN OF  
DURHAM**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SUPERVISOR

ATTEST:

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COUNCILPERSON

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TOWN CLERK

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COUNCILPERSON

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