



# TOWN OF ROMULUS

## Resolution 24-002 – Approve Ovid/Romulus Fire Protection District Agreement

**WHEREAS** the Town Board of the Town of Ovid, on behalf of the Ovid Fire Department, and the Town Board of the Town of Romulus, on behalf of the Romulus Fire Department, wish to provide for a joint fire protection district.

**NOW, THEREFORE, BE IT RESOLVED** the Town Board of the Town of Romulus authorized the Supervisor to enter into the attached agreement for continuation of the aforementioned fire protection district.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

The question of the foregoing Resolution was duly put to vote, which resulted as follows:

Motioned: David Hayes

Seconded: Michael Joslyn

	Yea	Nay	Abstain	Absent
Councilor Stacey Bennett:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilor Melody Collinsworth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor David Hayes:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilor Michael Joslyn:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilor Timothy Warne:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Resolution carried and was thereupon duly adopted.

*Jane Braunig*

Jane Braunig, Town of Romulus Town Clerk

January 2, 2024



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## Resolution 24-002 – Approve Ovid/Romulus Fire Protection District Agreement

**THIS AGREEMENT**, to take effect on the 1<sup>st</sup> day of January 2024 between the Town Boards of the Town of Ovid and Romulus, County of Seneca, State of New York, acting jointly as required by law and pursuant to the provisions of Section 194 of the Town Law of the State of New York, hereinafter designated as the party of the first part and the Village of Ovid, County of Seneca State of New York, hereinafter designated as the party of the second part.

**WITNESSETH:**

**WHEREAS**, by Resolution of the aforesaid Town Boards adopted September 2, 1947, January 6, 1966, and October 10, 1966, a fire protection district was duly established in said Town of Ovid and Romulus, embracing the following territory:

**ALL THAT PORTION** of the Town of Ovid, and the Town of Romulus, Seneca County, New York, embraced within the following boundaries, to wit

See **EXHIBIT “A”** attached hereto and made a part hereof.

And, **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, by majority vote of the members of each Town Board of the said Town of Ovid and Romulus, duly authorized the making of a contract with the party of the second part for fire protection in said fire protection district, upon the terms and conditions hereinafter 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 protection to said fire protection district and the party of the second part agrees to furnish such fire protection in the manner following to wit

- 1) The fire department of the party of the second part shall be 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, such fire department consisting of Croton Engine and Hose Company No. 1 Inc., shall respond and attend upon the fire without delay, with suitable ladder, pumping hose and other apparatus of the party of the second part. Upon arriving at the scene of the fire, the fire department of the party of the second part shall proceed diligently and, in every way, reasonably suggested, to extinguish the fire and shall use its utmost endeavors to prevent loss of life or property in connection therewith.



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- 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 collisions, and will keep the same in force during the effective period of this Agreement.
- 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 order and will supply the service of a sufficient number of volunteer firemen, members of said Croton Engine and Hose Company, No. 1, Inc., to perform the services necessary hereunder.
- 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 the party of the second part on behalf of said fire protection district on or before the 15<sup>th</sup> day of March 2023, the sum of **Two Hundred Thirty Four Thousand and 00/100 Dollars, (\$234,000.00)** for the period of **January 1, to December 31, 2024**. Such amounts to be raised by tax upon the real property of said fire protection district as provided by law, and such amounts to be used by the party of the second part for fire department expenses only.

Town of Romulus Assessment (109,465,127) = \$140,951.00

Town of Ovid Assessment (72,263,994) = \$93,049.00

- 5) The party of the second part, pursuant to the provisions of Section 209-d of the General Municipal Law of the State of New York, agrees to pay \$50,000.00 of the amount received by it as stated above, within 30 days of the receipt pursuant to this Agreement, to Croton Engine and Hose Company, Non 1, Inc., the volunteer fire department which constitutes the fire department of the party of the second part and which is to carry out the provisions of this Agreement on behalf of the party of the second part, any amount so paid to said Croton Engine and Hose Company, No., 1 to be expended by it for fire company purposes only. Said Fire Company agrees to meet, at its sole expenses, the health related mandates imposed by the State of New York or its duly designated agencies during the term of this contract.



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#### EXHIBIT “A”

**COMMENCING** at the point where the Town line between the Towns of Ovid and Romulus is intersected by center line of County Road 132 and running thence easterly along said Town line to the shore line of Cayuga Lake; running thence southerly along the shore of Cayuga Lake to the center line Of County Road 139 extended easterly to Sheldrake Point; running thence westerly along the center line of said County Road 139 to the point where said road is intersected by the center line of Rock River Road; running thence southerly along the center line of Rock River Road to the point where said road is intersected by the center line of the West Wyckoff Road , thence westerly along the centerline of West Wyckoff Road to a point where said road is intersected by the center line of County Road 131; running thence southerly along the center line of said County Road 131 to the point where said County Road 131 is intersected by the center line of the Highland Road; running thence westerly along the center line of said Highland Road to the Highland Fruit Farm running thence northwesterly along the center line of the abandoned road to the shoreline of Seneca Lake; running thence northerly along said shoreline of Seneca Lake to the north line of the Town of Ovid; thence easterly along the north line of the Town of Ovid to the beginning point.

**AND** all that portion of said Town of Romulus embraced with the following boundaries, to wit:

**COMMENCING** at a point where the Town line between the Towns of Ovid and Romulus is intersected by the center line of County Road 132 and running thence westerly along the south line of the Town of Romulus to the shore of Seneca Lake; running thence northerly along the shore of Seneca Lake to the north boundary of Kennedy Road;; running thence easterly along said north boundary of Kennedy Road to the boundary line of the United States (being the boundary of the property now or formerly known as Seneca Army Depot); running thence southerly along said property of the United States to the Smith Farm Road; running thence easterly along the Smith Farm Road to the North South Base Line Road; running thence southerly along said North South Base Line Road to Igloo Road Number 31; running thence easterly along said Igloo Road Number 31 to the Fayette Road; running thence northerly along the Fayette Road to Third Street; running thence easterly along Third Street to Avenue A; running thence southerly along Avenue A. to Seventh Street; running thence easterly along Seventh Street to Avenue D; running thence southerly along Avenue D to Eighth Street; running thence easterly along Eighth Street to Bromka Road (crossing NYS Route 96); running thence easterly along Bromka Road to the point where said road is intersected by County Road 129; running thence southerly along County Road 129 to the point where said road is intersected by Swick Road; running thence easterly along said Swick Road to the shore line of Cayuga Lake; running thence southerly along said shore line of Cayuga Lake to the Town line between the Town of Ovid and Romulus; running thence westerly along the said Town • line between the Town of Ovid and Romulus to the point of beginning.



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Excluding from the aforesaid description that portion that lies within the incorporated Village of Ovid.

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

THE TOWN BOARD OF OVID

By: \_\_\_\_\_  
Supervisor

Attest:  
Town Clerk  
Town of Ovid

\_\_\_\_\_  
*Cathy Kerms*

THE TOWN BOARD OF ROMULUS

By: \_\_\_\_\_  
Supervisor

Attest:  
Town Clerk  
Town of Romulus

VILLAGE OF OVID

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

Attest:  
Village Clerk-Treasurer  
Village of Ovid

\_\_\_\_\_  
*Cathy Kerms*

Croton Engine and Hose Company, No. 1, Inc., an Incorporated Volunteer Fire Company of the State of New York, which constitutes the fire department of the Village of Ovid, does hereby, pursuant to the provisions contained in Section 209-d of the general Municipal Law, consent to the above Agreement.

CROTON ENGINE AND HOSE  
COMPANY NO. 1, INC.

By: \_\_\_\_\_  
President

Attest: