

DEERFIELD FIRE DISTRICT

&

POLAND JOINT FIRE DISTRICT

**CONTRACT FOR THE PROVISIONS OF FIRE PROTECTION AND EMERGENCY
SERVICES IN THE POLAND JOINT FIRE DISTRICT**

THIS AGREEMENT effective the ____ day of _____, 2025 by and between the Board of Fire Commissioners of the Poland Joint Fire District (hereinafter "Poland") and the Board of Fire Commissioners of the Deerfield Fire District (hereinafter "Deerfield"), in exchange for the mutual promises and other good and valuable consideration exchanged between the parties, the receipt of which is hereby acknowledged, the respective Boards of Fire Commissioners of Poland and Deerfield agree that:

WHEREAS, Poland has been duly established as a fire district corporation pursuant to Article 11-A of the Town Law; and

WHEREAS, Deerfield has been duly established as a fire district corporation pursuant to Article 11-A of the Town Law; and

WHEREAS, a Public Hearing pursuant to Town Law §176(22)(c) was conducted by the Board of Fire Commissioners of Poland on the 20th day of October, 2025, upon the requisite statutory notice including the minimum ten-day prior notice by newspaper publication; and

WHEREAS, it was determined by Poland that pursuant to Town Law §176(22)(a), the fire company that is geographically located within Poland is unable to render adequate and prompt fire protection in Poland; and

NOW THEREFORE, subsequent to the Public hearing hereon, Poland does contract with Deerfield to furnish fire protection and emergency services in the following manner and subject to the following terms and conditions:

1. The firefighters of Deerfield shall at all times during the period of this agreement be subject to call for attendance upon any fire or like request for emergency services occurring in the primary service area as more particularly identified in Exhibit "A"; and when dispatched or notified by any agency or person of an emergency in the primary service area, the fire company and the fire department of Deerfield shall respond and attend upon such without delay with the necessary, usual, and customary firefighting equipment and apparatus owned by Deerfield, [or in the case of apparatus and equipment owned by Poland being operated or controlled by Deerfield]; and upon arriving at the scene of the fire or other emergency, the firefighters and rescue personnel attending shall proceed to reasonably and diligently command in the incident and bring about the extinguishment of the fire and/or the rendering of aid, and/or the saving of life and property in connection therewith as would be provided if Deerfield's personnel were in the situation then and there presented in the primary service area of Deerfield.

2. Nothing herein shall be understood to limit Deerfield's response to the primary service area. In the event that Deerfield is requested by Newport or other agency to provide services in areas within Poland outside of Deerfield's primary service area, the terms of this agreement shall apply.

3. In consideration of Deerfield furnishing personnel and the use of its apparatus and equipment as aforesaid, Poland shall pay to Deerfield the contractual amount of eleven thousand

7. Poland shall continue to insure apparatus or other equipment it owns and makes available for Deerfield's use and Poland shall be solely responsible for any loss or damage to said apparatus or other equipment due to whatever cause when said apparatus or equipment is being utilized by Deerfield or Deerfield firefighters, whether within the boundaries of Poland or outside thereof.

8. To the fullest extent permitted by law, Poland will indemnify Deerfield against any claims, actions, or lawsuits for personal injuries including death, property damage, environmental damage, or claim of any sort arising out of Deerfield's actions in providing services for Poland under this contract. Poland shall be responsible for the costs and expenses incurred by Deerfield in defending any such claims filed by any person or entity for damages or injuries that arise from any acts or omissions related to the Deerfield's provision of services under this contract, and further, to the fullest extent permitted by law shall fully indemnify Deerfield and make Deerfield whole for any expenses, costs or damages generated by such claims, whether such claims are covered in part by insurance, arising out of Deerfield's provision of services for Poland under this contract.

9. This contract may only be amended in writing upon the mutual consent of the parties. In the event that Deerfield is unable to provide fire protective services to Poland, then in such contingency, Poland may terminate this contract on thirty-days written notice. If Poland fails to make a payment when it becomes due, as required under this agreement, Deerfield may terminate this contract on thirty-days written notice. In any contingency where the contract is terminated, the parties shall renegotiate the annual contract amount and provide for pro-rata payment for the period of time for which the contracted services were provided.

EXHIBIT "A"

Attach listing of roads/boundaries of primary service area for Deerfield or a map.

ponse Plans

Page

Thu, Aug 21, 2025 at 06:21

Kalk <kevinkalk9798@gmail.com>
ave Jones <nfdave@gmail.com>, Joseph De Francisco <jdefran.new@gmail.com>, KandJAPIARIES@gmail.com,
en Fire Dept 2 (Remsen900@yahoo.com) <remsen900@yahoo.com>, Brian DeStefanis <bdestefa@twcny.rr.com>,
an Williams <williams.truman@gmail.com>, Brian Palmer <brianp725@gmail.com>, FD Deerfield (Jim Griffiths)
balls@aol.com>, amoxham@herkimercountyny.gov

ase forward accordingly as I do not have everyone's email addresses.

ed below are the response guidelines for the Poland Joint Fire District:
kimer County:

neveld FD and Newport FD will be dual toned for all calls in the following areas.

age of Poland

age of Cold Brook

vn of Norway

vn of Russia

r structure fires in the above listed areas Newport, Barnveld and Deerfield will be toned to respond and Remsen FD will
placed on standby at the Poland Joint Fire District (Case St Station).

nderstand that in the Hinckley and Trenton Falls areas of the Town of Russia it will be closer to have Remsen FD
pond to the scene and Deerfield to standby, the incident commander can advise Herkimer County Fire Control by radio
change those assignments. this will make dispatching easier for the 911 centers.

e Town of Ohio will be split with Newport FD covering the entire Town of Ohio, Remsen FD will also be dual toned for any
ls along the Route 365 corridor and north of Nellis Road on the Route 8 corridor. Calls in the Town of Ohio and south of
llis Road will be dual toned between Newport FD and Barneveld FD.

r structure fires in the Town of Ohio, Newport, Barneveld, and Remsen will be toned to respond and Deerfield will be
ced on standby at the Poland Joint Fire District (Case St).

ida County:

vn of Deerfield:

neveld and Newport will be dual toned to the areas listed below. For structure fire response Newport, Barneveld,
erfield will be toned with Remsen being placed on standby at the Poland Joint Fire District (Case St)

neveld/Newport FD

rth Gage Road from the Trenton Town line to

, this will include both sides of the road.

of Cameron Hill Road

e Road

int Road

te Rt 8/28 Address 7600 to the Herkimer County line

pleleaf Lane

erview Lane

istmas Tree Lane

erfield/Newport

te Route 8 from Deerfield FD Line to 7599 State Route

yton Road

ris Road

rider Road

uben Road

ikshank Road

rpt Road

oked Brook Road

uben Road West

rth Gage Road from 11495 to the intersection of State Route 8

intyre Road