

Appendix 2-3.

Special November 14, 1939

Meeting of the Town Board held in District School House #6 on Clark St. with the following members present

Justices Martin & Hutchinson, Supervisor Lord and Clerk Pridle

The Supervisor stated that the meeting was called to appear or disapprove of the Contract between the Village of Honeoye Falls and the Mendon Fire Protection District for Fire Protection to be furnished by the Honeoye Falls Fire Department

The Contract as prepared was read to the meeting by the Town Attorney Edw. J. Brown

Motion made & seconded that the Contract as read be accepted

Motion Carried

Motion by Mr. Smith - second by Mr. Wealy

Meeting Adj

E. R. Pridle, Clerk

Rec'd July 27, 2016 from Town Clerk Jim Metzke

AGREEMENT

This agreement, made this 11<sup>th</sup> day of December, 1939, between the Town Board of the Town of Mendon, Monroe County, New York, hereinafter designated as party of the first part, and the Village of Honeoye Falls, New York, hereinafter designated as party of the second part, WITNESSETH:

WHEREAS, there has been duly established in the said Town of Mendon a fire protection district known as "Town of Mendon Fire Protection District No. 1," embracing territory in said Town adjacent to the said Village of Honeoye Falls, as such territory is more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town of Mendon on October 16, 1939, and

WHEREAS, following a public hearing duly called, the said Board duly authorized 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 also been duly authorized by the Board of Trustees and Mayor 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 fire protection to said district, and the party of the second part agrees to furnish such protection, in the manner following, 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 any 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, with one or more companies 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 reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of furnishing aid and the use of its apparatus as aforesaid, the party of the second part shall receive annually a sum equal to Fifty Cents (50¢) per \$1,000.00 of the total valuation of real property in said district assessed for such purpose, and the party of the first part covenants and agrees in behalf of said fire protection district, to pay the same to the party of the second part, said sum to be paid not later than April 1st of each year.

3. All moneys to be paid under any provision of this agreement shall be a charge upon the said fire protection district, to be assessed and levied upon the taxable property in said district and collected with the town taxes.

4. Members of the Fire Department of the party of the second part, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have the same rights, privileges and immunities as if performing the same in the Village of Honeye Falls.

5. This agreement shall continue for a period of <sup>Five</sup> one year from the date hereof, and thereafter until terminated by service of thirty days' notice in writing by either party upon the other, but in any event shall terminate five years from the date hereof. The notice herein provided for shall be served in the same manner as is required for the service of the summons in an action in Supreme Court.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year first above mentioned.

Alfred N. Land  
Supervisor

James R. Martin  
Justice of the Peace

Robert H. Hutchinson, Jr.  
Justice of the Peace

Herbert W. Steffen  
Justice of the Peace

K. C. Lawrence  
Justice of the Peace  
Town Board of Town of Mendon,  
New York.

Attest: J. L. Kellogg  
Village Clerk

VILLAGE OF HONEYE FALLS, NEW YORK  
By J. E. Sanford  
Mayor

STATE OF NEW YORK )  
County of Monroe ) SS:

On this 11th day of December, in the year  
One thousand nine hundred and thirty-nine, before me, the sub-  
scriber, personally appeared ALFRED H. LORD, to me personally  
known to be the Supervisor of the Town of Mendon, N. Y., and  
the person described in and who executed the foregoing instru-  
ment, and he duly acknowledged to me that he executed the same.

Edw. Brown  
Notary Public

STATE OF NEW YORK )  
County of Monroe ) SS:

On this 11th day of December, in the year  
One thousand nine hundred and thirty-nine, before me, the sub-  
scriber, personally appeared JAMES R. MARTIN, KENNETH C.  
LIVERMORT, ROBERT HUTCHINSON, Jr., and HERBERT W. STEFFEN, to  
me personally known to be the Justices of the Peace of the  
Town of Mendon and the same persons described in and who exe-  
cuted the foregoing instrument, and they each duly acknowledged  
to me that they executed the same.

Edw. Brown  
Notary Public

STATE OF NEW YORK, )  
County of Monroe. ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year  
One thousand nine hundred and Thirty-nine, before me personally  
came WILLIAM E. DESPARD, to me personally known, who, being by  
me duly sworn, did depose and say that he resides in the Village  
of Honeoye Falls, New York; that he is the Mayor of the Village  
of Honeoye Falls, the corporation described in and which execu-  
ted the foregoing instrument; that he knows the seal of said  
corporation; that the seal affixed to said instrument is said  
corporate seal; that it was so affixed by order of the Board of  
Trustees of said corporation; and that he signed his name there-  
to by like order.

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