

November 13, 2025

Town of Ulysses  
Attn: Supervisor  
10 Elm St.  
Trumansburg, NY 14886

Dear Town Supervisor,

Enclosed are two copies of the 2026 Fire Protection & Ambulance Contracts. Please sign each copy and return both to the Village of Trumansburg using the enclosed envelope addressed to my attention at the Village Offices on 56 East Main Street.

Upon receipt of the signed contracts, Mayor Hart will add his signature and return one set of each fully executed contract to you. We will keep the other fully executed copy on file.

Be advised that as stated in Town Law Section 184, there is to be a joint public hearing held by the Town Boards of said Fire Protection District. Should you have any questions regarding the joint public hearing, please contact Kaitlyn Olsen, Town of Ulysses Supervisor. As stated in the Agreements monies are payable to the Village of Trumansburg on or before **February 15, 2026**.

Sincerely,

Jessica Giles, Village Clerk Treasurer  
Village of Trumansburg



## AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made the 1<sup>st</sup> day of January, 2026, by and between the Village of Trumansburg, a municipal corporation situated in the County of Tompkins, State of New York (hereinafter "Village"), and the Town of Ulysses, a municipality situated in the County of Tompkins, State of New York (hereinafter "Ulysses").

### WITNESSETH

WHEREAS, Village maintains an ambulance department with a basic and advanced life support transporting ambulance service;

WHEREAS, the Town desires to provide ambulance services to its residents and persons situated within a portion of the Town's borders;

WHEREAS, the Town has formed an ambulance district for the purpose of contracting for ambulance protection.

WHEREAS, in order to defray the cost of purchasing and maintaining a Village ambulance service and in order to provide the Town with the services it desires, it is necessary for Village to receive payments from municipalities, which may be offset by user fees for services; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Town;

WHEREAS, in joint cooperation as contemplated by General Municipal Law 122-b, the parties agree to cooperate to provide an ambulance service to persons situated in the area described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

#### 1. PROVISION OF EMERGENCY MEDICAL SERVICES

- (a) Village will provide Town with basic and advanced life support emergency medical ambulance services, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries described herein. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.
- (b) The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Village's available resources and personnel.

- (c) The territory served shall be the Town of Ulysses Ambulance District, as described in a resolution adopted by the Town of Ulysses.

## 2. TERM

The term of this Agreement shall be for a period of one year, commencing on the **1<sup>st</sup> day of January, 2026** and shall continue through the 31<sup>st</sup> day of December, unless sooner terminated as herein provided.

## 3. COMPENSATION

Town agrees to pay village the amount of **\$531,306/US** for the provision of ambulance services, and such amount shall be paid to Village no later than **February 15<sup>th</sup>, 2026** of the contract's calendar year. Failure of the town to remit the contract fee within ten (days) of such date shall result in a late fee of \$50.00 per day and shall entitled Village to terminate this Agreement.

- a) Town may establish a schedule of user fees to be imposed upon persons served by the Village, but it is not required to do so. If no fees are established, then the Village shall provide such services without charge to the patient. In event a schedule of fees is established by the Town, the Village shall impose such fees and collect the funds deriving therefrom. The Village shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month.
- b) Within thirty (30) days after the completion of the contract year, or more often as agreed to by the parties, the Village will remit to the Town the total amount of funds collected from persons served in the contracted area, less any fees the Village incurs from or associated with the collection of such funds for persons in such contracted area.
- c) At all times, the funds generated from billing shall belong to the Town. In the event the agreement is terminated, the net billing funds shall be remitted to the Town, whenever collected.
- d) Town may implement a charity care policy to be adhered to by the Village.

## 4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Village's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Village harmless for the Village's failure to provide services on occasions when such resources are temporarily unavailable.



## 5. REPORTING

The Village will provide the Town with quarterly reports of the number of calls received for service and number responded to by the Village Ambulance Service.

## 6. INSURANCE

Village agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Village agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00). Village shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled.

Village shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

## 7. NO EMPLOYMENT

Village's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Village or its employees/volunteers to the supervision and control of the Town nor is intended to create any municipal liability for such supervision on behalf of the Town.

## 8. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. The Town will not require Village to release any patient's medical information.

## 9. CONTINUATION OF SERVICES

If Village's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

## 10. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Village shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

#### 11. GROUNDS FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Village under this Agreement by the date due, so long as Village provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Village's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Village shall reimburse Town for the prorated balance of the fee paid for the then term.

#### 12. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

#### 13. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

#### 14. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

#### 15. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

16. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

17. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

18. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Tompkins in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

20. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

21. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.


22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF ULYSSES

BY:

  
Supervisor

Date of Signature 12/9/25

VILLAGE OF TRUMANSBURG

BY:

\_\_\_\_\_  
Mayor

Date of Signature \_\_\_\_\_

**SCHEDULE A  
CONTRACT FEES**

<b>Service</b>	<b>Amount</b>	<b>Year</b>
<b>Ambulance</b>	\$531,306	2026





## AGREEMENT FOR FIRE SERVICE

THIS AGREEMENT, made the **1st day of January, 2026**, by and between the Village of Trumansburg, a municipal corporation situated in the County of Tompkins, State of New York (hereinafter "Village"), and the Town of Ulysses, a municipality situated in the County of Tompkins, State of New York (hereinafter "Ulysses").

### WITNESSETH:

WHEREAS, there has been duly established in the Town of Ulysses, County of Tompkins and State of New York, and the Town of Covert, County of Seneca, and State of New York, and the Town of Hector, County of Schuyler, and State of New York a fire protection district known as "The Fire Protection District of the Towns of Ulysses, Hector and Covert" embracing territory in the Town of Ulysses described as follows: All of the Township of Ulysses, County of Tompkins and State of New York, excepting for the area within the limits of the incorporated Village of Trumansburg;

WHEREAS, Village maintains a volunteer fire department;

WHEREAS, such fire protection services are vital and necessary to the health and welfare of the inhabitants of the Town's fire protection district; and

WHEREAS, Town Law Section 184 permits a Town to contract with a village maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection services in such fire protection district; and

WHEREAS, the Village maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection within such fire protection district; and

WHEREAS, the Town agrees that the Village shall be the primary provider of fire protection in the Town of Ulysses Fire Protection District;

WHEREAS, a public hearing has been duly held in accordance with the Town Law;

WHEREAS, the Village maintains an ambulance department, but such services are not provided under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

### 1. PROVISION OF FIRE PROTECTION SERVICES

Village will provide Town with fire protection capable of responding to fire related and health related emergencies on an on-going basis within the Fire Protection District. Fire protection shall not include inspections of buildings and properties in the fire protection district, and shall not include the provision of general ambulance services.

It is mutually understood and agreed by and between the parties hereto that volunteers staff the fire department. Volunteers are not always available for service.

2. TERM

The term of this Agreement shall commence on **January 1, 2026** and shall continue for a period of one (1) year unless sooner terminated as herein provided.

3. COMPENSATION AND VFBL

Town agrees to pay village the amount of **\$287,461** for the provision of fire services, and such amount shall be paid to Village no later than **February 15, 2026** of the contract's calendar year. The village shall procure and keep in effect all insurance covering the liability of the Town of Ulysses for compensation payable to volunteer firemen as required by Section 30 of the Volunteer Firefighters' Benefit Law (VFBL), the General Municipal law and/or other applicable Laws of the State of New York, and will also procure and maintain insurance covering the firefighting apparatus and other equipment to be used in the rendering of fire protection to the town of Ulysses for personal liability, property damage and collision loss.

4. HOLD HARMLESS

Town recognizes that Village's fire department is staffed by volunteers and that the fire department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Village harmless for Village's failure to provide sufficient manpower at any single incident. This paragraph shall not relieve the fire department for making arrangements for coverage for occasions when the fire department is unable to respond or does not respond with sufficient manpower and equipment.

5. REPORTING

The Village will provide the Town with monthly reports of the number of calls received for service and number responded to by the Village Fire Department.

6. INSURANCE

As required in paragraph 3 above, Village shall maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of no less

than One Million Dollars (\$1,000,000.00). Village shall maintain automobile insurance for injuries arising out of the operation of emergency vehicles in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00). Village shall name the Town as an additional insured in Village's insurance policy. Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance.

#### 7. MISCELLANEOUS

[Intentionally left blank]

#### 8. GROUND FOR TERMINATION

Village may terminate this Agreement upon the Town's failure to deliver the monies due Village under this Agreement by the date due, so long as Village provides forty-five (45) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Village during this forty-five (45) day notice period, Village shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Village's ability to deliver fire protection services.

In the event that the Village permanently ceases or refuses to provide fire protection and/or the Town or Village terminates this agreement, Village shall remit a pro-rata share of the Town's funds to the Town for the remaining term of this Agreement. The failure of the Village to remit such funds shall cause the Village to pay the Town an additional five (5%) percent interest on the unpaid funds from the date of the termination of the agreement, or cessation of fire services, whichever is earlier.

#### 9. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Village of Trumansburg  
56 E. Main Street  
Trumansburg, NY 14886

Town of Ulysses  
10 Elm St  
Trumansburg, NY 14886

#### 10. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no



effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

#### 11. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

#### 12. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

#### 13. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

#### 14. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns. The public shall not be deemed a third party beneficiary of this Agreement.

#### 15. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

#### 16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Tompkins in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.



17. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Ulysses is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Village. Any such assignment or disposition without such consent shall be void and unenforceable.

18. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Village of Trumansburg

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

Date of Signature: \_\_\_\_\_

Town of Ulysses

By: Kathleen De  
Supervisor

Date of Signature: 12/9/25

By: Neil Allen  
Town Board Member

Date of Signature: 12/08/25

By: Mary M Bouchard  
Town Board Member

Date of Signature: 12/9/25

**SCHEDULE A  
CONTRACT FEE**

<u>AMOUNT</u>	<u>YEAR</u>
Payment of \$287,461	2026