

AGREEMENT

This Agreement made the ___ day of _____ 20___, among the **Town of Moreau**, a municipal corporation with its office at 61 Hudson Street in the Village of South Glens Falls, County of Saratoga and State of New York (hereinafter " the Town") and the **South Glens Falls Fire Company, Inc.** a corporation duly organized pursuant to the laws of the State of New York, with its principal office located in the Village of South Glens Falls, County of Saratoga and State of New York (hereinafter " the Fire Company") and the **Village of South Glens Falls**, a municipal corporation with its office at 46 Saratoga Avenue, South Glens Falls, County of Saratoga and State of New York (hereinafter " the Village").

WITNESSETH

WHEREAS, pursuant to Section 184 of the Town Law, a fire protection district embodying all of the territory of the Town of Moreau outside the incorporated Village of South Glens Falls, except the property owned by the State of New York, has been duly established in the Town of Moreau, and

WHEREAS, pursuant to Section 184 of the Town Law, the Town is authorized to enter into a contract with an incorporated fire company maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection to and in the fire protection district, and

WHEREAS, the Fire Company maintains adequate and suitable apparatus and appliances furnishing of fire protection in the fire protection district and,

WHEREAS, pursuant to Section 209 of the General Municipal Law, a village fire department may respond to fires outside of the incorporated Village, and

WHEREAS, the parties hereto desire to enter into a one year Agreement, and

WHEREAS, the Town Board has conducted a Public Hearing on the Agreement as provided by law, and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1. GENERAL. The Town engages the Fire Company to provide and furnish fire protection to the fire protection district and the Fire Company agrees to provide and furnish such fire protection for the duration of this Agreement upon the terms and conditions specified herein. The Village consents that the Fire Company shall provide fire protection to the fire protection district as provided herein.

ARTICLE 2. TERM OF AGREEMENT. The term of this Agreement shall be for one year beginning January 1, 2012 through December 31, 2012.

ARTICLE 3. SERVICES TO BE PERFORMED BY FIRE COMPANY. The Fire Company shall at all times during the term of this Agreement be subject to call for attendance upon any fire occurring in the fire protection district when notified by alarm or by telephone call. At any such time, the Fire Company shall respond and attend upon the fire without delay with the necessary firemen and one or more trucks and suitable ladders, pumps, hose and other apparatus of the Fire Company. Upon arriving at the scene of the fire, the firemen of the Fire Company attending the fire shall proceed diligently, and in every way reasonably suggested to the extinguishment of the fire and the saving of lives and property in connection therewith. At all times during the term of this Agreement the Fire Company shall furnish and maintain proper and suitable motor fire trucks together with equipment and apparatus which is heretofore been furnished by the Fire Company in connection with the Contract now existing between the parties for fire protection for the fire protection district and for the purpose of performing the services in this Agreement.

ARTICLE 4. COMPENSATION TO THE FIRE COMPANY. In consideration of the Fire Company providing the aforesaid fire protection services to the Town, the Town agrees to pay the Fire Company the sum of FOUR HUNDRED THIRTY THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$430,700.00) as payment for the fire protection services agreed to herein.

The Town shall make the above-referenced payment directly to the Village. Within ten (10) days of receipt of the annual payment from the Town as specified above, the Village shall pay the entire sum received to the Fire Company.

It is expressly agreed that for the term of the Agreement, the funds paid hereunder shall be utilized by the Fire Company for principal and interest or debt service payments on motor fire trucks of the Fire Company or other accounts payable so that the Fire Company remains current on all debt obligations. It is further expressly agreed that the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) of the total annual sum paid by the Town shall be placed by the Fire Company in a restricted fund for the purchase of a future motor fire truck or pumper.

ARTICLE 5. INDEPENDENT STATUS. During the existence of this Agreement, the Fire Company shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Town.

ARTICLE 6. FURTHER OBLIGATIONS OF FIRE COMPANY.

(A) The Fire Company agrees to keep the trucks and equipment insured against loss by fire, theft or collision, and that in case said trucks are stolen, destroyed by fire or collision, totally or otherwise, to reasonably repair or replace the same so that the trucks and equipment contemplated herein, shall at all times be available for use and protection of the fire protection district.

(B) The Fire Company shall keep, maintain and operate all trucks and equipment at its own expense.

(C) The Fire Company agrees to insure itself and equipment against any and all liability including personal injuries and property damage arising out of the operation ownership, use and maintenance of its trucks and equipment in a combined single limit of not less than Two Million Dollars (\$2,000,000.00).

(D) On or before August 31, 2012 the Fire Company shall furnish the following:

1. A complete financial audit of its financial affairs certified by a certified public accountant.
2. A comparison of budgeted expenditures and revenues versus actual expenditures and revenues for the previous completed fiscal year.

3. Should the Fire Company fail to furnish the financial audit and comparison of budget expenditures and revenues as specified above the Town may conduct a financial audit of the Fire Company upon reasonable notice to the Fire Company. The Fire Company shall cooperate with the Town and/or its representatives in the conduct of any such audit.

(E) The Fire Company agrees to comply with the provisions of all state and federal laws, local statutes, ordinances and regulations that are applicable to the performance of this contract.

ARTICLE 7. ADDITIONAL TERMS.

(A) The Village shall in no way be responsible for the performance of duties, obligations and agreements herein made by the Town.

(B) The Village shall in no way be responsible to any person, association or corporation by reason of the failure of its fire alarm system and/or telephone system utilized by the Town in performance of the agreements and obligations herein and that in the event the Village is a party to or is made a party to any claim or action against the Town, or the Fire Company, by reason of any alleged act or acts of negligence in the performance of the duties and obligation herein agreed to, the Town and the Fire

Company shall indemnify and save harmless the Village from any claim, demand or cause of action arising therefrom.

(C) Prior to October 1, 2012, the Village shall furnish the Town with an up-to-date schedule showing the figures on which the contribution of the Village to the County of Saratoga Self-Insurance Plan is based and, in the event the contribution of the Village to the County of Saratoga Self-Insurance Plan has increased as a result of any losses attributable to volunteer fireman fighting fires in the fire protection district, the Town will provide reimbursement In the succeeding budgetary year, to the Village for the increased contribution.

(D) The Village agrees that it will make no claim for any equipment purchased by the Fire Company with the funds received under the terms of this Agreement.

(E) It is hereby understood and agreed that the Village shall do nothing during the term of this Agreement to hinder the Fire Company from performing under this Agreement and as part consideration for the Agreement, the Fire Company agrees that its performance hereunder shall not detract from the performance of its duty to provide fire protection to the inhabitants of the Village of South Glens Falls.

ARTICLE 8. SEVERABILITY. In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent that is held invalid, will not be invalid or affected thereby.

ARTICLE 9. GOVERNING LAW. This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE 10. WAIVER. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement among the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.

ARTICLE 12. NON-ASSIGNMENT. This Agreement may not be assigned without the written consent of the Town of Moreau.

ARTICLE 13. AUTHORITY. Each of the persons signing below warrants that he or she has been duly authorized to sign this Agreement upon resolution of the respective governing board of the party for which he or she is signing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year written opposite their respective signatures.

TOWN OF MOREAU

Date: _____

By: _____
Preston L. Jenkins, Jr., Supervisor

SOUTH GLENS FALLS FIRE COMPANY, INC.

Date: _____

By: _____
James Davie, President

VILLAGE OF SOUTH GLENS FALLS

Date: _____

By: _____
Keith W. Donohue, Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said state, personally appeared Preston L. Jenkins, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF SARATOGA)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said state, personally appeared James Davie, personally known to me or proved to me on

