

## **AGREEMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_ 2023, among the **Town of Moreau**, a municipal corporation with its office at 351 Reynolds Road in the Town of Moreau, 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").

## **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, 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.

ARTICLE 2. TERM OF AGREEMENT. The term of this Agreement shall be for one year beginning January 1, 2023 through December 31, 2023.

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 **FIVE HUNDRED SIXTY-EIGHT**

**THOUSAND SEVEN HUNDRED TWELVE AND 00/100 DOLLARS (\$568,712.00)** as payment for the fire protection services agreed to herein.

Out of the aforesaid sum, the amount of \$50,000 is to be dedicated and reserved to the purchase of a new fire truck.

The Town shall make the above-referenced payment directly to the Fire Company.

The TOWN further agrees to provide and the Fire Company agrees to accept, as additional compensation, eighty (80%) percent of the cost of enhanced cancer disability benefit insurance required pursuant to General Municipal Law 205-cc, up to the sum of **FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)**. It is understood and agreed that the Fire Company will purchase insurance at \$137 per eligible fire fighter, and the cost of any insurance purchased above this sum will be borne solely by the Fire Company. A list of the eligible firefighters is attached hereto as **Schedule A**. Release of the funds will occur only upon receipt and approval by the TOWN of a voucher and proof of payment by the Fire Company of the additional insurance, in accordance with the TOWN's procurement and financial policies. This additional compensation is for the 2023 year only.

ARTICLE 5. DATE OF PAYMENT: The TOWN shall pay said sum identified in the first paragraph of ARTICLE "4" in installments as follows:

- (A) The sum of **Two Hundred Eighty-Four Thousand Three Hundred Fifty-Six and 00/100 Dollars (\$284,356.00)** on the 31<sup>st</sup> day of January 2023, representing 50% of the total compensation identified in the first paragraph of ARTICLE "4."

(B) The sum of **One Hundred Forty-Two Thousand One Hundred Seventy-Eight and 00/100 Dollars (\$142,178.00)** on the 15<sup>th</sup> day of May 2023, representing 25% of the total compensation identified in the first paragraph of ARTICLE "4."

(C) The sum of **One Hundred Forty-Two Thousand One Hundred Seventy-Eight and 00/100 Dollars (\$142,178.00)** on the 15<sup>th</sup> day of September 2023, representing 25% of the total compensation identified in the first paragraph of ARTICLE "4."

ARTICLE 6. 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 7. 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) On or before August 31, 2023 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.

(D) 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 8: INSURANCE AND INDEMNIFICATION: The Fire Company agrees to purchase and keep in force, during the period covered by this Agreement, policy or policies of Automobile, General, Errors and Omissions, and Umbrella Liability Insurance protecting said Fire Company with limits of at least \$3,000,000.00 for Bodily Injury and Property Damage combined Single Limit. The Fire Company agrees to indemnify and save harmless the TOWN from any and all claims arising out of the operation of the said Fire Company service pursuant to this Agreement. The TOWN shall be named as an additional insured on a primary and non-contributory basis and said Fire Company agrees to furnish to the TOWN Certificates of Insurance showing coverages as above set forth. The Fire Company shall also maintain worker's compensation insurance in accordance with New York State Law.

ARTICLE 9. 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 10. 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 11. 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 12. 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 13. NON-ASSIGNMENT. This Agreement may not be assigned without the written consent of the Town of Moreau.

ARTICLE 14. 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: \_\_\_\_\_  
Theodore T. Kusnierz, Jr., Town Supervisor

SOUTH GLENS FALLS FIRE COMPANY,  
INC.

Date: \_\_\_\_\_

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared THEODORE T. KUSNIERZ, 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                    )  
COUNTY OF SARATOGA                ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, 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

## **SCHEDULE "A"**

Bennett, David  
Bennett, Timothy  
Bulman, Robert Sr  
Corlew, Peter  
Corlew, Tyler  
Davies, James  
Devitt, Reed  
Dunbar, Sean  
Eddy, Gregory  
Fitzgibbon, Daniel  
Jacox, Kenneth  
Lant, Bruce  
Marino, Logan  
Pease, Jonathan  
Pease, Timothy  
Porlier, Arthur  
Quinn, Nicholas  
Quinn, Ronald  
Ranck, Don  
Rich, Andrew  
Rich, Chris  
Rivers, John  
Smith, John  
Snowball, Timothy  
Vaillancourt, Benjamin  
Vanscoy, James

As of 1/10/2023