

TOWN OF WASHINGTON/VILLAGE OF MILLBROOK

FIRE CONTRACT

THIS AGREEMENT, made as of the 1st day of January, 2014, between the TOWN OF WASHINGTON, Dutchess County, New York, First Party, and the VILLAGE OF MILLBROOK, Millbrook, New York, Second Party:

W I T N E S S E T H :

WHEREAS, the Town Board of the Town of Washington, First Party, duly held a public hearing on the 12th day of December, 2013, pursuant to Section 184 of the Town Law, in connection with a proposal for the First Party to contract with the Second Party to provide for fire protection and rescue squad services within the Town of Washington and to enter into a contract with the Second Party to provide those services to the portion of the Town of Washington Fire Protection District described in the annexed Schedule A, following which public hearing said Town Board adopted resolutions authorizing such contract.

NOW, THEREFORE, the First Party does engage the Second Party to furnish fire protection and rescue squad/emergency medical services to said portion of said Town of Washington Fire

Protection District, and the Second Party agrees to furnish such protection in manner following, to wit:

1. The Fire Department of the said Second Party shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such portion of such district, and when notified by alarm or telephone call from any person within said portion of a fire within said portion which department shall respond and attend upon the fire without delay and with one or more companies and with suitable ladder, pumping and hose apparatus of the Second Party. Upon arriving at the scene of the fire, the firemen of the Second Party 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. The Second Party, either with its Rescue Squad, through the use of an independent, properly licensed emergency medical service/ambulance service company or through the use of mutual aide ambulance service ("ambulance company") retained by the Second Party, shall at all times be subject to calls from any person within the Town of Washington for emergency medical assistance and shall respond to and attend upon said emergency medical assistance call without delay with suitable personnel and equipment. Upon arriving at the scene of the emergency

medical need, the Rescue Squad of the Second Party or the ambulance company shall proceed diligently and in every reasonable way to provide the level of emergency medical care and transportation called for under the circumstances.

3. The Second Party is an independent contractor hereunder, and the First Party shall not be responsible for any loss or damage to the fire and/or rescue/emergency medical apparatus of the Second Party, nor for the payment of any claim for injuries to or death of firemen, rescue squad members or other persons occurring as the result of the performance of this agreement by the Second Party.

4. All monies to be paid under the provisions of this agreement shall be a charge upon said Town of Washington Fire Protection District to be assessed and levied upon the taxable property in said District and collected with the Town taxes.

5. The term of this agreement shall be from January 1, 2013 to December 31, 2013.

6. It is agreed that from the annual sum set forth in Paragraph 9 of this agreement, the Second Party shall deposit the sum of SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS into a Fire Truck Reserve Fund to cover the cost of new pieces of fire equipment. A schedule for replacement of fire equipment will be

determined jointly by the fire department and the First and Second Parties. Such funds are to be kept in interest bearing accounts.

7. The Fire Department of the Second Party shall maintain records of all fires and shall submit an annual report setting forth the number of calls answered in the Town of Washington and the number of calls answered in the Village of Millbrook. The Rescue Squad of the Second Party shall maintain the same records with respect to emergency medical service calls.

8. The Village of Millbrook shall:

a. carry insurance and pay insurance premiums, in sufficient amount to cover all losses, injuries, claims, actions, causes of actions or judgments of any nature whatsoever arising or resulting from the performance of this contract.

b. be responsible for any loss or damage to the fire, rescue or emergency medical apparatus or vehicles of said Millbrook Engine Hook & Ladder Company No. 1 sustained in answering any calls hereunder, except any loss or damage resulting from the negligence of the Town of Washington, its agents and employees.

c. be responsible for payment of all claims for injuries to or death of firemen or rescue/emergency medical

personnel in connection with such calls, except for injuries or death which resulted from the negligence of the Town of Washington, its agents or employees.

9. In consideration of furnishing said firefighting and rescue squad/emergency medical services, the use of its apparatus and vehicles, as aforesaid, the Second Party shall receive the sum of FOUR HUNDRED SIX THOUSAND SEVEN HUNDRED EIGHTY-NINE AND 00/100 (\$406,789.00) DOLLARS which shall be paid on or before the 15th day of March in each year.

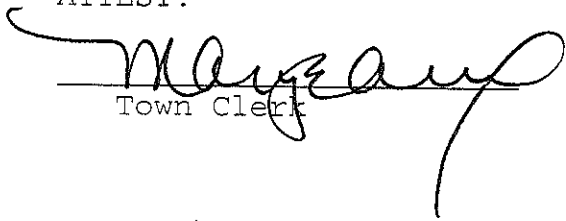
10. In addition to the consideration set forth above, the First Party shall provide transfer station passes (not punch cards) to the active Fire Company members, including active Rescue Squad members, who satisfy the conditions for participation in the Service Award Program previously adopted by the Second Party.

11. Notwithstanding anything within this agreement to the contrary, it is agreed that in the event of a declared emergency by the either the First Party or the Second Party, the parties shall follow and abide by the plan prepared by the Joint Disaster Planning Council of the Town of Washington and Village of Millbrook. Such plan provides for the assistance and/or protection of persons and property within the combined Town and Village area and, further, details the authority granted to the

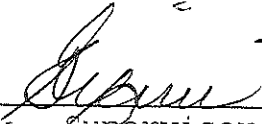
parties' various officers and employees in the event of a declared emergency.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ATTEST:


Town Clerk

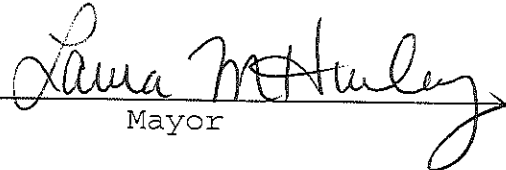
TOWN OF WASHINGTON

By: 
Supervisor

ATTEST:


Village Clerk

VILLAGE OF MILLBROOK

By: 
Mayor

JKG/wavd/Washington.Fire

SCHEDULE A

Portions of Town of Washington Fire Protection District to be served by (1) Millbrook Engine Hook & Ladder Company No. 1 and (2) East Clinton Fire District.

- (1) PORTION TO BE SERVED BY MILLBROOK ENGINE HOOK & LADDER COMPANY NO. 1

The entire area of said District except the portion to be served by East Clinton Fire District.

- (2) PORTION TO BE SERVED BY EAST CLINTON FIRE DISTRICT:

From Town of Stanford and Washington Town line on Jameson Hill Road to Clinton and Washington Town Line.

- (3) AREA TO BE SERVED BY THE RESCUE SQUAD OF THE MILLBROOK ENGINE HOOK & LADDER COMPANY NO. 1

The entire Town of Washington.

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