



AGREEMENT PURSUANT TO TOWN  
LAW §§ 176, 184 AND GENERAL  
MUNICIPAL LAW ART. 5-G  
– BETWEEN –  
THE TOWN OF GREENBURGH  
– AND –  
THE VILLAGE OF ARDSLEY  
TO PROVIDE FIRE PROTECTION SERVICES  
TO THE SOUTH ARDSLEY FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **Town of Greenburgh** (Town), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the South Ardsley Fire Protection District of the Town, and the **Village of Ardsley** (Village), a municipal corporation organized and existing under the laws of the State of New York, located at 507 Ashford Avenue, Ardsley, New York 10502;

**WITNESSETH:**

**WHEREAS**, the Town Board of the Town of Greenburgh (Town) has established certain fire protection districts in the Town, including the South Ardsley Fire Protection District (SAFPD), to protect residents' property and personal safety from damage or injury by fire; and

**WHEREAS**, the Village, through its Fire Company, has provided residents of the South Ardsley Fire Protection District exemplary fire safety services; and

**WHEREAS**, it is in the mutual interests of both the Town and the Village to continue furnishing fire protection to residents of the fire protection district; and

**WHEREAS**, a public hearing was held at Greenburgh Town Hall on September 25, 2013, after notice, for the purpose of considering whether the parties should enter a contract to continue providing residents of the fire protection district fire protection services; and

**WHEREAS**, after such hearing, the Town Board adopted a resolution, copy attached, authorizing the Town Supervisor to enter into this contract with the Village to provide fire safety services to residents of the fire protection district;

**NOW, THEREFORE, BE IT AGREED** by and between the Town, its successors and assigns, and the Village, its successors and assigns, for the consideration named herein as follows:

## **1 SCOPE of SERVICES**

1.1 The Town does hereby engage the Village to provide fire protection services to residents of the South Ardsley Fire Protection District upon the following terms and conditions:

1.1.1 The Village and the Ardsley Engine Company No. 1 (Fire Company) hereby agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the South Ardsley Fire Protection District.

1.1.2 When notified by alarm, telephone, or any other manner of a fire within the fire district members of the Fire Company, through the Ardsley Engine Company No. 1, agree to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

## **2 CONSIDERATION**

2.1 In consideration of providing the services outlined in ¶1, above, for the year January 1, 2013, through December 31, 2013, the Town agrees to pay the Village the sum of \$331,769, which represents SAFPD's percent of the assessment roll of the Village of Ardsley and the South Ardsley Fire Protection District as they relate to the sum of the latest filed assessment rolls prepared for these areas in 2012, and applied to the 2012-2013 Village Fire Protection Budget for services rendered during calendar year 2013.

2.2 In accordance with General Municipal Law §209-d, the Village agrees to pay to the Fire Company up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services.

2.3 The Town agrees to use its best efforts to make annual payments to the Village pursuant to this Agreement within 30 days from the date of the executed Agreement.

### **3 TERM**

- 3.1 This agreement shall be for a period of one (1) year, commencing January 1, 2013, and terminating on December 31, 2013.

### **4 INSURANCE**

- 4.1 The Village agrees to maintain insurance as required under this paragraph.

4.1.1 Workers' Compensation Insurance. The Village shall take out and maintain during the term of this contract Workers' Compensation Insurance for all employees assigned to the work or perform services hereunder.

4.1.2 General Liability and Property Damage Insurance. The Village shall take out and maintain during the term of this contract general liability and property damage insurance in an amount sufficient to protect from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

4.1.2.1 General Liability Insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000 for any occurrence.

4.1.2.2 Property Damage Insurance in an amount not less than \$1,000,000 for damage on account of all occurrences.

- 4.2 The Village agrees to furnish proof of compliance with the above insurance requirements to the Town and further agrees to name the Town as an additional insured in said policies.

- 4.3 Any claim for damage or injury for services performed under this Agreement to residents of the fire protection district shall be reported to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

### **5 INDEMNIFICATION and SAVE HARMLESS**

- 5.1 The Village and the Fire Company hereby agree to indemnify and hold the Town, its officials, officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of this contract, or the procedures leading thereto, for any act or omission of the Fire Company, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this Agreement.

## **6 REQUIRED PROVISIONS of LAW**

- 6.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

## **7 PERMITS and REGULATIONS**

- 7.1 The Village and the Fire Company agree to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

## **8 STATEMENT of NONDISCRIMINATION**

- 8.1 The Fire Company shall prominently post, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

In compliance with Section 504 of the Rehabilitation Act of 1975 and title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, marital status, sexual orientation or handicapping condition.

## **9 NO ASSIGNMENT**

- 9.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Village and the Fire Company are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or the power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

## **10 REPRESENTATIONS of the VILLAGE and the FIRE COMPANY**

- 10.1 The Village and the Fire Company make the following representations:

10.1.1 The Fire Company is qualified to perform the fire protection services outlined herein.

10.1.2 The Fire Company agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report made regarding any fire occurring within the fire protection district to the Town Fire Marshal.



11.1.3 To the Village: Village Manager, Village of Ardsley  
507 Ashford Avenue  
Ardsley, NY 10502

11.1.4 To the Fire Company: Ardsley Engine Company No. 1  
P.O. Box 506 Ashford Avenue  
Ardsley, NY 10502

## **12 WAIVER and MODIFICATION**

- 12.1 No waiver of any breach or of any condition of this Agreement shall be binding unless executed in writing and signed by the party waiving such 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.
- 12.2 This Agreement constitutes the complete understanding of the parties. No other understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties in accordance with the provisions of Town Law §184.

## **13 ETHICAL DISCLOSURE**

- 13.1 The Village and the Fire Company acknowledge the necessity for the highest ethical standards in all public contracts and accordingly agree to abide by the latest provisions of the Greenburgh Ethics Code, Town Code Chapter 570, attached as Exhibit A. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Fire Company to file a financial disclosure statement.

## **14 AUDIT and INSPECTION**

- 14.1 The Village and the Fire Company agree to permit the Town, or any of its authorized representatives, to visit and inspect the program, project or services operated pursuant to this Agreement and permit an audit and/or inspection of all books, records, and accounts relating thereto.
- 14.2 If requested by the Town, the Village will provide the Town with each year's annual New York State Office of Fire Protection Call Report broken down by South Ardsley vs. non-South Ardsley Protection District calls.

**15 DISPUTES**

15.1 It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Village the disputed matter shall be settled in the first instance, by mediation in Westchester County, or if that fails, in the Supreme Court of the State of New York, Westchester County.

**IN WITNESS WHEREOF**, the parties hereto have each agreed to the terms and conditions as set forth herein.

TOWN OF GREENBURGH

By: \_\_\_\_\_  
Paul J. Feiner, Supervisor

S E A L

VILLAGE OF ARDSLEY

By: \_\_\_\_\_  
George Calvi, Village Manager

S E A L

In accordance with General Municipal Law §209-d, Ardsley Engine Company No. 1 consents to this Agreement, to all the terms and conditions expressed herein, and to the payment to be made to the Fire Company by the Village.

Ardsley Engine Company No. 1

By: \_\_\_\_\_  
Vinny Coulehan, President







