

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **THE TOWN OF MILTON**, a municipal corporation with offices located 503 Geyser Road, Ballston Spa, New York 12020, hereinafter designated as the “Town” or the *Party of the first part*; and the **VILLAGE OF BALLSTON SPA**, a municipal corporation with offices located at 66 Front Street, Ballston Spa, New York 12020, hereinafter designated as the “VILLAGE”, or as *Party of the second part*,

**WITNESSETH**, that:

**WHEREAS**, there has been duly established in the Town of Milton, a fire protection district, known as the “**Town of Milton Fire Protection, District No. 1**”, covering territory in said Town adjacent to the Village of Ballston Spa, such territory as more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town on the 7<sup>th</sup> day of August, 1963 and any amendments thereafter; and

**WHEREAS**, following a regular Town Board meeting and Public Hearing, the *Party of the first part*, duly authorized a Contract with the *Party of the second part* for the continuation of fire protection to such district upon the terms and provisions hereinafter set forth; and

**WHEREAS**, this contract has also been duly authorized by the Village Board of Trustees and Mayor of the *Party of the second part*;

**NOW, THEREFORE**, the Town of Milton, pursuant to the provisions of Section 184 of the Town Law, does hereby engage the Village of Ballston Spa and its Fire Department to furnish fire protection to said Town of Milton Fire Protection District No. 1, and the said Village, through its Fire Department, agrees to furnish such fire protection in the manner and subject to the terms and conditions set forth, to wit:

- 1.) The Fire Department of said Village shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in said Fire Protection District, and, when notified by alarm, telephone call or request from any person within the Fire Protection District, of a fire within the Fire Protection District, such Fire Department shall respond and attend upon the fire without delay with one or more companies with suitable ladder, pumping and hose equipment and apparatus and the fireman necessary to properly and adequately operate same; and, upon arriving at the scene of any such fire, the attending firemen shall proceed diligently and

in every way reasonably possible, under the circumstances, to extinguish the fire and save any lives or property endangered thereby. The Village and Fire Department agree to secure and pay for all licenses and permits necessary to perform and render such services set forth above.

- 2.) In consideration of the furnishing of such aid and fire protection and the use of the apparatus, equipment and firemen as aforesaid, the Town hereby agrees to pay the said Village from taxes levied and assessed on property in the Fire Protection District the definite sums as follows:
  - a. For the calendar year commencing January 1, 2024, and ending December 31, 2024, the definite sum equal to \$ \_\_\_\_\_ dollars to be paid in two installments. The Village acknowledges it is in receipt of a payment in the amount of \$279,911.50. The second payment shall be made upon the execution of this Agreement.

As this Agreement will be executed after January 1, 2024, the parties agree that there shall not be any reduction of payment for the sum to be paid by the Town of Milton for the first year of this Agreement.

- 3.) It is the intention of the parties herein that all sums levied and paid hereunder shall be exclusively for the furnishing of aid and fire protection provided to Town residents and the use of the apparatus, equipment, and fire personnel only, and spent only on Fire Department costs and expenses. All sums paid hereunder shall be deposited into an account from which the Village can isolate expenditures related to such sums and spent only for the furnishing of such aid and fire protection and the use of the apparatus, equipment, and fire personnel as aforesaid. At the end of each fiscal year, the Village Treasurer shall furnish to the Town Comptroller, bank statements, statements of receipts and disbursements, and a schedule of vehicles and assets valued at over \$100,000.00 or greater.
- 4.) Members of the Fire Department or Volunteer Fire Department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call or fire, provided for by this Contract, shall have the same rights, privileges and immunities as if performing the same in the Village of Ballston Spa, Saratoga County, New York.
- 5.) The monies required to be paid or expended by said Town under the terms of this Agreement, shall be a charge upon the Town of Milton Fire Protection District No.1 to be levied and assessed upon the taxable property in said District and collected by the Town's Receiver of Taxes and Assessments.

- 6.) This Agreement shall continue for a period of one (1) year, commencing January 1, 2024, and shall terminate on December 31, 2024, in accordance with section 184 of the Town Law.
- 7.) *Party of the second part* agrees to indemnify and hold harmless *Party of the first part*, its agents and employees, against all claims, damages, losses and expenses, arising out of performance of the Fire Department's endeavors under this agreement that are caused in whole or in part by the *Party of the second part* or the Fire Departments misrepresentations, errors, actions, negligent acts or omissions, or by the act of anyone employed by *Party of the second part* or the Fire Department for whose acts *Party of the second part* may be liable regarding the services contemplated in this agreement.
- 8.) *Party of the second part* and the Fire Department shall have in place at all times the necessary insurance coverages, in form and amount acceptable to the *Party of the first part*, as are appropriate for the services contemplated herein. The firefighters shall be covered under the County of Saratoga Worker's Compensation Self-Insurance Plan, so long as it is available. This plan shall pay any and all claims authorized by law for medical expenses, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a firefighter or a member of the fire department, emergency relief squad, a fire-police squad, or a fire-patrol sustained while answering, attending upon or returning from any such call.
- 9.) *Party of the second part* hereby agrees to obtain insurance from a company licensed to do business in the State of New York and upon request to supply *Party of the first part* with a certificate of insurance showing (a) at least \$1,000,000 in combined single limit liability coverage per occurrence Automobile Liability and (b) at least \$1,000,000.00 combined single limit liability coverage per occurrence General Liability coverage with a \$3,000,000.00 general aggregate and a \$1,000,000.00 products and completed operations aggregate. An Umbrella or Excess policy with limits of \$5 Million is also required. The certificate shall provide for a minimum 10 days' written notice to the *Party of the first part* for cancellation.

Additionally, it is agreed that *Party of the second part* shall name the *Party of the first part* as additional insured on a primary and non-contributory basis on its policies. It is the intent of the parties that the *Party of the second part* shall at all times during the term of this Agreement have the primary responsibility and liability for such coverage (other than as set forth in paragraph "8"

above), and that any coverage provided by the *Party of the first part* shall be secondary in nature, only to be used in the event of damages and recovery in excess of the *Party of the second part's* policy limits. In the event of such, under no circumstances is the *Party of the first part* to be held liable for any amounts over and above its policy limits. This language is not to be construed as placing any liability on the *Party of the first part* whatsoever over and above its insurance coverage.

The *Party of the second part* agrees at all times to have and maintain Worker's Compensation Insurance for all employees assigned to work or perform services hereunder during the terms of this contract, in the event the County of Saratoga's Worker's Compensation Self-Insurance Plan is no longer available.

- 10.) The *Party of the second part* specifically agrees as required by Section 109 of the New York General Municipal Law that *Party of the second part* is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the *Party of the second part's* right, title or interest therein without the previous consent in writing of the *Party of the First Part*.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in duplicate the day and year first above written.

ATTESTED:

TOWN OF MILTON, as Trustee for the  
TOWN OF MILTON FIRE PROTECTION  
DISTRICT NO. 1

\_\_\_\_\_  
TOWN CLERK

By: \_\_\_\_\_  
Scott Ostrander, Supervisor

STATE OF NEW YORK )  
COUNTY OF SARATOGA )

ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned personally appeared **Scott Ostrander, Supervisor of the Town of Milton**, 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

ATTESTED:

THE VILLAGE OF BALLSTON SPA

\_\_\_\_\_  
VILLAGE CLERK

By: \_\_\_\_\_  
Frank Rossi, Mayor

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned personally appeared **Frank Rossi, Mayor of the Village of Ballston Spa**, 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