

TOWN OF WASHINGTON/VILLAGE OF MILLBROOK
FIRE CONTRACT

THIS AGREEMENT, made as of the 1st day of January, 2023, between the TOWN OF WASHINGTON, Dutchess County, New York, First Party, and the VILLAGE OF MILLBROOK, Millbrook, New York, Second Party:

WITNESSETH:

WHEREAS, the Town Board of the Town of Washington, First Party, duly held a public hearing on the ___ day of December, 2022, 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, emergency service in case of accidents, calamities or other emergencies and general ambulance service (herein, the "Services") within the entire Town of Washington and to enter into a contract with the Second Party to provide the Services to the Town of Washington in the Town of Washington Fire Protection District, following which public hearing said Town Board adopted a resolution authorizing such contract;

NOW, THEREFORE, the First Party does engage the Second Party to furnish the Services to the entire Town of Washington in the Town of Washington Fire Protection District, and the Second Party agrees to furnish the Services in manner following, to wit:

1. The Fire Department of the said Second Party shall at all times during the period of this contract be subject to call for attendance upon any fire occurring in the entire Town of Washington, and when notified by alarm or telephone call from any person within said area, shall respond and attend upon the fire without delay and with one or more other companies and with suitable ladder, pumping and hose apparatus of the Second Party. Upon arriving at the scene

of the fire, the firefighters 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. The First Party and Second Party acknowledge that prior contracts between them for the services included a “carve-out” for an area to be served by the East Clinton Fire District, but that such “carve-out” has been eliminated and this contract now covers the entire Town of Washington.

2. The Second Party, either with its own Rescue Squad, through the use of an independent, properly licensed emergency /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 service in case of accidents, calamities or other emergencies and general ambulance service and shall respond to and attend upon said call without delay with suitable personnel and equipment. Upon arriving at the scene, the Rescue Squad of the Second Party or the ambulance company retained by the Second Party shall proceed diligently and in every reasonable way to provide the level of emergency service or general ambulance service 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/ambulance apparatus of the Second Party, nor for the payment of any claim for injuries to or death of firefighters, rescue squad members or other persons occurring as the result of the performance of the Services under this Contract by the Second Party.

4. All monies to be paid under the provisions of this contract 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 contract shall be from January 1st, 2023 to December 31st, 2023.

6. It is agreed that the annual sum set forth in Paragraph 9 of this Contract, the Second Party shall deposit the sum of \$60,000.00 into a Fire Equipment 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 and submit the same records with respect to emergency ambulance calls.

8. The Village of Millbrook shall:

a. carry insurance and pay insurance premiums, in an amount reasonably expected 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 ambulance apparatus or vehicles of said Second Party or its Rescue Squad sustained in answering any calls hereunder, except any loss or damage resulting from the negligence of the Town of Washington, its agents and employees; and

c. be responsible for payment of all claims for injuries to or death of firefighters or rescue/emergency ambulance personnel or others 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 ambulance services, the use of its apparatus and vehicles, as foresaid, the Second Party shall receive the sum of \$604,529 which shall be paid on or before the 15th day of March, 2023.

10. In addition to the consideration set forth above, the First Party shall provide transportation passes (not punch cards) to the active Village of Millbrook Fire Department 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 contract to the contrary, it is agreed that in the event of a declared emergency by 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 contract the day and year first above written.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS)**

TOWN OF WASHINGTON


ATTEST:

Mary E. Alex, Town Clerk

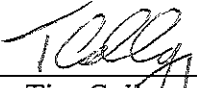
By: _____
Gary Ciferri, Supervisor

VILLAGE OF MILLBROOK

ATTEST:



Sarah Witt, Village Clerk
11/10/2022

By: 

Tim Collopy, Mayor
11/16/2022