



AGREEMENT PURSUANT TO TOWN
LAW §§ 176, 184 AND GENERAL
MUNICIPAL LAW ART. 5-G
- BETWEEN -
THE TOWN OF GREENBURGH
- AND -
THE VILLAGE OF HASTINGS-ON-HUDSON
TO PROVIDE FIRE PROTECTION SERVICES
TO THE DONALD PARK FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this 5th day of May, 2016, 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 Donald Park Fire Protection District of the Town, and the **Village of Hastings-on-Hudson** (Village), a municipal corporation organized and existing under the laws of the State of New York, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706;

WITNESSETH:

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

WHEREAS, the Village, through its fire department, has provided residents of the Donald Park 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 April 13, 2016, 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 the hearing the Town Board adopted a resolution, copy attached, authorizing the Town Supervisor to enter into a contract with the Village and the Hastings Fire Department 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 Donald Park Fire Protection District upon the following terms and conditions:

1.1.1 The Village and the Hastings-on-Hudson Fire Department (Department) hereby agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the Donald Park 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 Department, through the Hastings-on-Hudson Fire Department, agree to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

1.1.3 The Town authorizes Local Law 3 of 2014 of the Code of the Village of Hastings on Hudson pertaining to fees for habitual (more than two) calls for service due to a faulty alarm system be applicable to the fire protection district to the same extent enforced in the Village.

2 CONSIDERATION

2.1 In consideration of providing the services outlined in ¶1, above, the Town agrees to pay the Village, based upon the cost of providing service to the protection district as determined by proportional fire service related call volume, the sum of \$337,676 for the period January 1, 2015 through December 31, 2015. The Town and the Village agree to use the Chart of Accounts – Fire Protection Districts as set forth on Schedule A, attached, as supported by the audit required to be provided by § 209-z of the General Municipal Law, as outlined in § 14.2 of this Agreement, for determining applicable expenses.

2.2 The Town agrees to use its best efforts to make an annual payment 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 year, commencing January 1, 2015, and terminating on December 31, 2015.

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 Department 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 judgements 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 Department, 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 Department 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 Department 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 Department 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 Department

10.1 The Village and the Fire Department make the following representations:

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

- 10.1.2 The Fire Department 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.
- 10.1.3 The Fire Department agrees to ensure that all members performing fire protection services are adequately trained, qualified to perform the tasks assigned and, moreover, that each member of the Fire Department successfully completes a training program sponsored by New York State, entitled New York State Essentials of Firemanship.
- 10.1.4 The Village and the Fire Department agree to assume liability for any and all loss or damage caused by or to its fire apparatus sustained in answering any call.
- 10.1.5 The Village and the Fire Department agree to assume responsibility for the payment of all claims for injury or death of all persons, including fire personnel, occurring in connection with services rendered under this agreement.
- 10.1.6 The Fire Department agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with a minimum of at least two (2) fire engines and one aerial apparatus.
- 10.1.7 The Fire Department is fully familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the services to be provided.
- 10.1.8 The Fire Department is fully licensed by all governing regulatory agencies.
- 10.1.9 The Village and the Fire Department agree to give the Town a minimum of ninety (90) days notice prior to any capital equipment purchase for fire protection services and costing in excess of \$100,000 and to solicit and weigh the opinion of Town officials prior to taking any vote or making any decision to undertake a capital purchase involving fire protection services. The failure to solicit and consider the Town's opinion regarding such a capital purchase costing \$100,000, or more, prior to any vote or decision shall result in the capital expense being excluded from the Village's costs and expenses for purposes of calculating the Town's contribution.
- 10.2 The Village agrees to obtain the written consent of the Fire Department to the terms and conditions set forth herein.

11 NOTICES

- 11.1 Any and all notices, communications, payments and demands required under this Agreement shall be in writing, addressed as follows, or to such other address as may hereafter be designated, in writing, by either party hereto:

- 11.1.1 To the Town: Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607
Attn: Roberta Romano, Interim Comptroller
- 11.1.2 w/ copy to: John Lucido, Fire Marshal
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607
- 11.1.3 To the Village: Mayor, Village of Hastings
7 Maple Avenue
Hastings-on-Hudson, NY 10706
- 11.1.4 To the Fire Department: Fire Chief
Hastings Volunteer Fire Department
7 Maple Avenue
Hastings-on-Hudson, NY 10706

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

14 AUDIT and INSPECTION

- 14.1 The Village and the Fire Department 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 The Village and the Fire Department agree to provide the Town with copies of their annual audited financial statements which, pursuant to General Municipal Law § 209-z, are required for entities with revenues of at least \$200,000.00 entering into contracts with the Town. Such audits require an examination of the revenues and expenditures by all entities entering into contracts with municipalities. Section 209-z of the General Municipal Law also requires that such audits indicate whether the entity has filed Internal Revenue Service Form 990 and any report required pursuant to § 33-a of the General Municipal Law. If such filings are required and have not been made, the audits shall include an examination of all revenues, expenditures and resources from any source. A copy of the audit report in the form prescribed by the state comptroller and certified by the accountant for the entity shall be furnished to the Town within 180 days following the end of the fiscal year audited.
- 14.3 The Village will provide the Town with each year's annual New York State Office of Fire Protection Call Report broken down by Donald Park vs. non-Donald Park 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 in the first instance, by mediation, 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



VILLAGE OF HASTINGS-ON-HUDSON

By: _____
Peter Swiderski , Mayor

SEAL

In accordance with General Municipal Law §209-d, Hastings Fire Department consents to this Agreement, to all the terms and conditions expressed herein and to the payment to be made to the Fire Department by the Village.

HASTINGS-ON-HUDSON FIRE DEPARTMENT

By: _____, Chief
Jeffrey Bannon

CERTIFICATE OF AUTHORITY/ FIRE DEPARTMENT

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

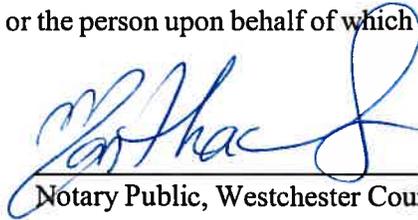
On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY BANNON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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, Westchester County

MUNICIPAL ACKNOWLEDGMENT/ GREENBURGH

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

On the 5th day of May, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL J. FEINER, 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, Westchester County

MARTHA SALCICCIA
NOTARY PUBLIC STATE OF NEW YORK
WESTCHESTER COUNTY
LIC. #01SA6216365
COMM. EXP. 1-11-2018

MUNICIPAL ACKNOWLEDGMENT/ HASTINGS-ON-HUDSON

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

On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER SWIDERSKI, 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, Westchester County

	2011	2012	2013	2014	2015
Fire Alarm	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000
Hook & Ladder	\$ 58,283	\$ 58,283	\$ 52,800	\$ 48,422	\$ 58,891
Fire Department Operations	\$ 364,987	\$ 364,987	\$ 406,200	\$ 519,045	\$ 314,823
Fire Prevention	\$ 58,853	\$ 58,853	\$ 60,568	\$ 64,857	\$ 66,475
Sub Total	\$ 487,123	\$ 492,123	\$ 529,568	\$ 642,324	\$ 460,189
Fire Service Awards	\$ 150,000	\$ 150,000	\$ 157,360	\$ 187,151	\$ 206,472
Workers Compensation	\$ 60,000	\$ 60,000	\$ 60,000	\$ 70,000	\$ 74,000
Insurance - Auto Liability	\$ 74,500	\$ 74,500	\$ 75,000	\$ 82,500	\$ 84,750
Capital Investments					
Principal Debt Service	\$ 67,000	\$ 62,114	\$ 62,114	\$ 78,000	\$ 79,450
Interest Debt Service	\$ 17,017	\$ 18,401	\$ 18,401	\$ 21,210	\$ 25,000
Sub Total	\$ 368,517	\$ 365,015	\$ 372,875	\$ 438,861	\$ 469,672
Auto Mechanic	\$ 82,988	\$ 82,988	\$ 85,012	\$ 86,133	\$ 87,425
Auto Mechanic's Helper	\$ 62,474	\$ 62,474	\$ 63,880	\$ 64,938	\$ 65,915
Parts & Supplies	\$ 24,445	\$ 24,500	\$ 22,550	\$ 38,000	\$ 39,000
Building Maintenance	\$ 12,450	\$ 12,500	\$ 12,750	\$ 31,000	\$ 35,000
Dispatching	\$ 110,000	\$ 110,000	\$ 113,000	\$ 115,007	\$ 119,653
Sub Total	\$ 292,357	\$ 292,462	\$ 297,192	\$ 335,078	\$ 346,993
Village Employees Released from work to Fire					
Number of Employees	10	10	10	12	13
Average hourly Rate	\$ 37.65	\$ 37.91	\$ 37.91	\$ 42.12	\$ 43.15
Numbers of Calls Per Year to Donald Park	86	86	85	76	92
Number of Hours Per Average Call	4.5	4.5	4.5	5	5
Subtotal	\$ 145,706	\$ 146,712	\$ 145,006	\$ 192,067	\$ 258,037
TOTALS	\$ 1,293,702	\$ 1,296,311	\$ 1,344,641	\$ 1,608,330	\$ 1,534,891
Greenburgh Average %	23	23	23	20	22
	\$ 297,551	\$ 298,152	\$ 309,267	\$ 321,666	\$ 337,676