

THIS AGREEMENT made as of the 26th day of January 2023 between the TOWN BOARD OF THE TOWN OF CORTLANDT, Westchester County, (hereinafter designated as the “TOWN”), and the VILLAGE OF CROTON-ON-HUDSON, Westchester County, New York, (hereinafter designated as the “VILLAGE”).

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Cortlandt, a Fire Protection District known as the **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT**, embracing territory in the said Town of Cortlandt adjacent to the Village of Croton-on-Hudson; and

WHEREAS, during a Town Board Meeting held on January 24, 2023 duly called the Town Board members of the Town of Cortlandt duly authorized an Agreement with the Village of Croton-on-Hudson to provide for fire protection to said district upon the terms and provisions herein set forth: and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Village, it appearing to the Village that such service can be supplied consistent with other obligations of the Fire Department of the Village of Croton-on-Hudson, New York:

NOW, THEREFORE, in consideration of the mutual promises herein contained the Town and the Village agree to wit:

1. The Fire Department of the Village at all times during the period of this agreement shall be subject to calls for attendance upon any fire occurring within the limits of the **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT**, and when notified by alarm or telephone call of a fire within the said **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT**, such department shall respond and attend upon the fire without delay with one or more apparatus, and with suitable equipment thereof.
2. Upon arrival at the scene of the fire, the members of the Fire Department of the Village of Croton-on-Hudson so attending, shall proceed diligently and in every way reasonably suggested, to the extinguishment of the fire and saving of life and property in connection therewith.
3. In consideration of the availability and furnishing of aid and the use of the apparatus aforementioned the Village shall receive the sum of **\$235,894.00 (TWO HUNDRED THIRTY FIVE THOUSAND, EIGHT HUNDRED NINETY FOUR DOLLARS and 00/100)** per annum and the Town covenants and agrees on its own behalf and on behalf of the **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT** to pay the same to the Village in the manner provided by Special District Law.

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4. It is agreed that of the contract price **\$47,179.00 (FORTY SEVEN THOUSAND, ONE HUNDRED SEVENTY NINE AND 00/100)** shall be paid directly to the Fire Council of the Village of Croton-on-Hudson for fire department or fire company purposes; and the balance of **\$188,715.00 (ONE HUNDRED EIGHTY EIGHT THOUSAND, SEVEN HUNDRED FIFTEEN DOLLARS AND 00/100.)** shall be paid to the Village.
5. The Town shall not be liable for any loss or damage sustained by the fire apparatus or equipment of the Village in answering, attending upon, or returning from a call for attendance in said district if such loss or damage is covered by the Village's insurance and the Village collects therefore. To the extent that the Village's insurance does not cover any such loss or damage, or the Village fails to collect on such insurance, after making diligent efforts to do so, then the Town shall be liable to the Village for such loss or damage. If the Village seeks to hold the Town liable under this paragraph, it shall make its relevant insurance policies available to the Town; and if the Town believes that such loss or damage is covered by insurance and the insurance company fails to pay, then the Town Attorney in the name of the Village may prosecute a claim under the insurance policy. No claim shall be allowed by the Village against the Town under this paragraph unless within sixty (60) days after such loss or damage has been sustained, a written notice thereof shall be served by mail or otherwise upon the Clerk of the Town.
6. The Village agrees that it will obtain adequate and suitable standard public liability and property damage policies of insurance and shall have the same duly endorsed to cover the said **MT.AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT** and the Town of Cortlandt shall be listed as additional insured.
7. It is agreed that suitable provisions shall be contained in any insurance policy obtained by the Village to the effect that the foregoing provisions relating to reimbursement to the Village does not insure to the benefit of the insurance company and do not give said insurance company any right or reimbursement or subrogation as against the said **MT.AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT** for any damages which may be sustained or losses which shall be incurred by the Village which engaged in business for the **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT**. Such provisions are inserted herein pursuant to the General Municipal Law it being the intention of the parties hereto that the insurance policies which are to be endorsed by the Village to cover the **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT** for the losses specified in the foregoing paragraph shall do so insofar as they may under the prevailing provisions of law.
8. All money to be paid under any provision of this Agreement shall be charge upon the said **MT. AIRY/QUAKER BRIDGE FIRE PROTECTION DISTRICT** to be assessed and levied upon the taxable property in said district and collected by the Town.

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9. Members of the Fire Department of the Village while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for in this Agreement, shall have the same rights, privileges, and amenities as if performing the same in the Village of Croton-on-Hudson, New York.
10. The **MT. AIRY/ QUAKER BRIDGE FIRE PROTECTION DISTRICT** and/or the Fire Council of the Croton-on-Hudson Fire Department will file a copy of their annual audit with the Town Clerk of the Town of Cortlandt within thirty (30) days of its receipt.
11. This Agreement shall continue for a period from January 1, 2023 to December 31, 2023. The payment of the amount due for the entire period of this contract shall be made no later than June 1, 2023 upon voucher of the Village of Croton-on-Hudson, New York. This agreement will automatically renew if the contract price remains the same.

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

TOWN OF CORTLANDT

BY: _____
RICHARD H. BECKER, SUPERVISOR

ATTEST: _____
LAROUÉ R. SHATZKIN, TOWN CLERK

VILLAGE OF CROTON-ON-HUDSON

BY: _____
BRYAN T. HEALY, VILLAGE MANAGER

ATTEST: _____

CROTON-ONHUDSON FIRE DEPARTMENT

BY: _____
JOHN M. MUNSON, CHEIF

ATTEST: _____