

## MUTUAL AID AGREEMENT

WHEREAS, the safety of the citizens of the State of New York is of the utmost importance to all levels of state and local government; and

WHEREAS, the Town of Halfmoon and the Town of Clifton Park seek to enter into a Mutual Aid and Assistance Agreement in order to provide for maintain the roads in both municipalities during the snow seasons; and

WHEREAS, the Town of Halfmoon and the Town of Clifton Park are aware of the difficulties in maintaining the roads due to the damage of the Riverview Road Bridge and surrounding areas during weather events due to the configuration of the roads in each community; and

WHEREAS, the Town Highway Superintendents of both municipalities will cooperate with one another to ensure that the roads are maintained in an appropriate manner; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during emergency or circumstance as approved by the Highway Superintendents;

NOW THEREFORE, the parties agree as follows:

1. Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in maintaining the roads during snow season surrounding the Riverview road bridge.
2. The Town of Clifton Park will provide snow plowing and salting to the following roads adjacent to the Riverview Road Bridge.
  - A. Boyack Road on the Clifton Park side of the bridge.
  - B. Riverview Road on the Clifton Park side of the bridge.
  - C. Algonquin Road on the Clifton Park side of the bridge.
  - D. Williams Way on the Clifton Park side of the bridge.
3. The Town of Halfmoon will provide snow plowing and salting to the following roads in Clifton Park
  - A. Ushers Road
  - B. English Road
4. Whenever employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of their respective municipality and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of either Town.

5. To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligent acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

6. This Agreement may be modified at any time upon the mutual written consent of the parties.

7. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

DATED: \_\_\_\_\_

BY: Kevin J. Tollisen  
Town Supervisor  
Town of Halfmoon

DATED: \_\_\_\_\_

BY: Philip Barrett  
Town Supervisor  
Town of Clifton Park

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