

**INTERMUNICIPAL AGREEMENT
(Purchase of Gasoline and Diesel Fuel)**

This Agreement made this 1st day of July 2021 by and between the Hendrick Hudson School District, having offices at 61 Trolley Road, Montrose, New York 10548 (“School District”) and the Village of Buchanan, having offices at 236 Tate Avenue, Buchanan, New York 10511 (“Local Municipality”).

WITNESSETH

WHEREAS, the School District maintains gasoline and diesel fuel tanks at its bus garage, located at 89 Lake Street, Montrose, New York 10548 (“fuel facilities”); and

WHEREAS, the Local Municipality wishes to have access to the said fuel facilities upon the terms and condition set forth below; and

WHEREAS, General Municipal Law Section 119-o permits municipal corporations, which include the School District and the Local Municipality to enter into Inter-municipal Agreements.

NOW, THEREFORE, the parties agree as follows:

1. The Local Municipality shall have access to the fuel facilities solely for its vehicles which are physically marked with the Municipalities name and/or insignia and solely dedicated to Police Department and Department of Public Works (DPW) business. All such Police and DPW vehicles must be a vehicle, apparatus or equipment or emergency rescue or first aid response vehicle, apparatus or equipment as those terms are defined by the New York State Department of Taxation and Finance. The fuel facilities shall not be used to fuel a personal vehicle or other personal equipment or apparatus, even if such vehicle, equipment or apparatus is used in responding to an emergency. The Local Municipality has been provided with encoded keys for each permitted vehicle. The Local Municipality shall pay the School District the School District’s cost for any additional or replacement keys.

2. The Local Municipality shall pay a fuel price as determined by the most recent price per gallon paid by the School District for the fuel which is used by the Local Municipality.

3. The School District shall provide the Local Municipality, on a monthly basis, with a statement setting forth the dates, quantity and type of fuel dispensed and the Local Municipality shall pay the same within thirty (30) days of receipt of invoice.

4. The Local Municipality represents that it is a tax exempt organization and that each and every vehicle utilizing the fuel facilities is authorized and entitled to do so, pursuant to law. The Local Municipality agrees to indemnify, defend and hold the School District harmless with respect to any notices, claims, liabilities or damages arising as a result of unauthorized Local Municipality vehicles use of the fuel facilities. This indemnification, defense and hold harmless includes, but is not limited to, situations in which municipal, State or Federal boards, agencies or departments make allegations or commence proceedings alleging that Local Municipality vehicles have violated the terms of this Agreement, law, regulation or order.

5. The Local Municipality shall pay to the School District the sum of \$500 annually, by July 1st to cover fees and administrative costs.

6. The Local Municipality agrees to utilize any record keeping system, as determined by the School District.

7. The Local Municipality shall indemnify, defend and hold the School District, its employees, officers, agents and Board of Education harmless from any claims, liabilities, suits, proceedings and actions, of whatever name or nature as the same may relate in any manner to the Local Municipalities utilization of the fuel facilities pursuant to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the School District, employees, officers, agents and Board of Education may be named as a party, notwithstanding that the Local Municipality may deem such claim, liability, suit, proceeding or action frivolous or without merit.

8. The Local Municipality shall maintain, in full force and effect, during all times this Agreement is in force, the following types of insurance in the following amounts. All insurance shall reflect that the School District is an additional insured thereunder and that the School District shall receive no less than thirty (30) days written notice in the event of termination thereof. The Local

Municipality shall provide the School District with a Certificate of Insurance reflecting the information set forth at the end of this agreement.

9. The term of this Agreement shall be for five (5) years, from July 1, 2021 to June 30, 2026.

10. The School District may terminate this Agreement upon sixty (60) days written notice to the Local Municipality.

11. Any and all notices, demands or other communication required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the US mail, certified or registered, postage prepaid, return receipt requested to the address set forth above. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail the same shall be effective when received, but no event later than five (5) days after deposit in the United States mail. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

12. No failure by the School District to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

13. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

14. This Agreement constitutes the entire understanding and Agreement between the parties and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

VILLAGE OF BUCHANAN

HENDRICK HUDSON SCHOOL DISTRICT

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____