



**THREE VILLAGE CENTRAL SCHOOL DISTRICT
SETAUKET, NEW YORK**

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: December 13, 2017 DATE MATERIAL SUBMITTED: Dec. 8, 2017

OFFICE OF ORIGIN: Business Services CATEGORY OF ITEM: Action

TITLE: Agreement with Town of Brookhaven for Sand, Salt and General Repairs

STAFF RECOMMENDATION:

Upon recommendation of the Superintendent of Schools be it resolved that the President of the Board of Education be authorized to enter into an agreement with the Town of Brookhaven for sand, salt and general repairs to be provided on a time and materials basis, as needed by the district. Entering into this agreement is recommended so that the district is adequately equipped during the occurrence of an emergency situation.

BACKGROUND - RATIONALE:

Under the proposed agreement, the district would pay only for services actually rendered and/or supplies actually purchased. The district has purchased sand/salt on an emergency basis from the Town in the past, pursuant to the agreement previously entered into. This agreement is necessary to ensure availability in the event the district's sand and/or salt supply is depleted during unexpected and extreme weather conditions.

NOT AN OFFICIAL RECORD; SUBJECT TO CHANGE

Three Village School District

Expiration Date: December 31, 2018

**AGREEMENT FOR PERFORMING HIGHWAY WORK IN
SCHOOL DISTRICTS/LIBRARY DISTRICTS/FIRE DISTRICTS/INCORPORATED VILLAGES
PURSUANT TO SECTION § 142-b, 142-c and 142-d HIGHWAY LAW**

THIS AGREEMENT effective the **1st day of January 2018**, BY AND BETWEEN: **THE TOWN OF BROOKHAVEN**, a municipal corporation with its principal place of business at Town Hall, 1 Independence Hill, Farmingville, New York, hereinafter referred to as the "**Town**" and the **Three Village School District** hereinafter referred to as the "**District**". This Agreement shall terminate on **December 31, 2018**. **This Agreement supersedes all previous Agreements.**

WHEREAS, the TOWN is authorized, by Sections §142-b, 142-c and 142-d of the Highway Law of the State of New York to enter into agreements with any Fire District, Special Improvement District, School District, Library District or Incorporated Village, located wholly or partly within the Town, for the purpose of performing work.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. That the following work/materials shall **AS REQUESTED AND AS AGREED TO BY THE PARTIES** be performed/provided by the Town of Brookhaven Highway Department within said District:

The Town shall perform general repairs or other maintenance activities, including but not limited to cleaning, sweeping, pothole repair, paving, or striping (maintenance services), furnish salt, sand/salt mixture, as requested by the District/Village and in accordance with applicable governmental rules and regulations. All maintenance services to be provided by the Town shall be on a time and material (by volume or weight) basis, which will include fringe benefits and clerical staff time, said amount to be decided by the Highway Superintendent or his designee and is binding upon the parties hereto.

2. **Sand, salt, and other abrasives or other chemicals may be supplied by the Town of Brookhaven Highway Department, upon request, at cost to the District/Village on an as needed basis upon written notice, except in an emergency.**

a. The Town authorizes the District/Village owned vehicles or vehicles under contract with the District/Village to enter the designated Town of Brookhaven Highway yard at a time designated by the Town to accept delivery of salt, sand, other abrasives or other chemicals. All material must be loaded on the above mentioned vehicles by Town of Brookhaven Department of Highway personnel or authorized contractor.

i. The person receiving the material acting on behalf of the District/Village will be required to complete and sign such documents, forms and/or receipts as are necessary for accurate and complete record keeping, prior to receiving any material.

- ii. The person receiving the material on behalf of the District/Village will be required to produce governmental issued photo-id upon request. The Highway Department will photocopy the photo-id as part of the record keeping process.
 - iii. Due to the possibility of contamination, the Highway Department will not accept back un-used materials, nor will credit be issued for un-used material.
 - b. The cost of the material shall be based on the cubic yard of material delivered. The amount of material loaded on to a District/Village vehicle will be noticed on Highway ticket and charged to the District/Village on a charge back basis.
3. All work performed under this Agreement shall be under the direction of the Town of Brookhaven Highway Department and its interpretations and decisions shall be final and conclusive.
 4. The District/Village hereby indemnifies, defends and holds the Town harmless from all claims, liabilities, judgments and expenses (including reasonable attorney's fees) for bodily injury and/or property damage which relate to or arise out of the performance of the duties by individuals who are in the first instance employees of the District/Village during the course of their snow removal duties as performed pursuant to this agreement.
 5. It is clearly understood that such operations shall be strictly limited to highways as defined by the Highway Law of the State of New York.
 6. This Agreement shall be construed in accordance with the laws of the State of New York.
 7. This Agreement may be amended or modified as circumstances may require, but may only be done by agreement in writing to be signed, sealed and acknowledged by both parties.
 8. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior memoranda, correspondence, conversations, discussions and/or negotiations held and/or which have taken place between the parties hereto prior to the date of this Agreement.
 9. This Agreement shall be binding upon the parties hereto and their respective successors.
 10. The District agrees that it shall protect, defend, indemnify and hold harmless the Town of Brookhaven, its officers, employees, servants, agents and/or independent contractors from all claims, liabilities, judgments and expenses, including reasonable attorneys' fees, for damages to property and/or bodily or personal injury, including death, which relate to or arise out of the performance/work conducted by the Town's employees, servants, agents and/or independent contractors under this agreement as pertaining to the general repairs and maintenance activities.

The District/Village shall at all times during the course of this agreement procure and maintain, at its own cost and expense, General Liability Insurance naming the Town of Brookhaven, the Highway Department of the Town of Brookhaven, their officers and employees as additional insured and certificate holder in an amount not less than One (1) Million Dollars per occurrence, Two (2) Million Dollars aggregate.

VILLAGE/DISTRICT – Please fill out the following:

IN WITNESS WHEREOF, the Town, acting by and through the Supervisor/Deputy Supervisor, who has been duly authorized by the Town Board by resolution dated **(November 16, 2017)**, has executed this Agreement, and the **Three Village School District** acting by and through its _____, pursuant to the authority of the _____, has executed this Agreement, on the day and year first above written.

Village/District

(Seal)

By: _____
(Signature)

(Print Name)

(Title)

TOWN OF BROOKHAVEN:

(Seal)

By: _____
Supervisor/Deputy Supervisor,
Town of Brookhaven