

Town of Philadelphia
December 27, 2018 @ 1:00 P.M.
Town Board Meeting – Impromptu

Present: Supervisor: Cheryl Horton, Clerk/Tax Collector, Highway Superintendent: Mike Freeman and Town Council Members: Sandra Carpenter and Ron Spicer.

Supervisor called Meeting to order at 1:00 P.M.

A copy of the Intermunicipal Agreement for Vehicle Storage and Sharing of Maintenance Facility was given to all present. Supervisor read this agreement aloud. The Seven Articles contained in the agreement were deliberated.

Sandra made a motion to accept this agreement, seconded by Ron. All were in favor, motion carried. **(Please see attached resolution)**

Supervisor asked if there were any further questions or comments. With there being none Sandra made a motion to adjourn, seconded by Ron. All were in favor, meeting adjourned at 1:30 P.M.

Respectfully submitted,
Cheryl Reed ~ Town Clerk

The following resolution was offered by Sandra Carpenter and seconded by Ron Spicer who moved its adoption.

RESOLUTION: 2018-27 Renewal of Intermunicipal Agreement w/IRCS

WHEREAS: Supervisor Horton presented the Renewal of this Agreement to all present (**Please see attached**) and proceeded to read it aloud. A discussion was held and the following topics were discussed:

1. Lease of Premises
2. Costs and Payment of Rent
3. Operations and Maintenance
4. Indemnity Insurance
5. Term of Agreement
6. Cooperation
7. School District Responsibilities and

WHEREAS: the Philadelphia Town Board has determined it is in the best interests of the Town of Philadelphia to enter into this cooperative Intermunicipal Agreement and

WHEREAS: do approve the execution of this agreement by Town Supervisor Horton.

THEREFORE, BE IT RESOLVED: The Town of Philadelphia will renew the Intermunicipal Agreement for Vehicle Storage and Sharing of Maintenance Facility with Indian River Central School District on the school's District Property at 32780 US Rte. 11 Philadelphia, New York.

This resolution was adopted via the following roll vote:

Supervisor Horton:	aye
Council Members:	
Sandra Carpenter:	aye
Deborah LaMora:	absent
Bob Watson:	absent
Ron Spicer;	aye

I do hereby certify the above resolution was adopted by the Philadelphia Town Board on December 27, 2018.

Town Clerk: _____

Date: _____

**INTERMUNICIPAL AGREEMENT
FOR VEHICLE STORAGE AND SHARING OF MAINTENANCE FACILITY**

THIS AGREEMENT made this ___th day of December 2018, by and between:

The Board of Education of the Indian River Central School District, a municipal corporation with principal address at 32735B County Route 29, Philadelphia, New York 13673 (hereinafter referred to as the "School District"), and,

The Town Board of the Town of Philadelphia, a municipal corporation with principal address at 33019 US Route 11, Philadelphia, New York 13673 (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, the School District and the Town are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide individually; and

WHEREAS, the School District and the Town have been party to an Inter-municipal Agreement for the Lease of Vehicle Storage and Maintenance Facility since May 13, 1999; and

WHEREAS, the current agreement expires December 31, 2018; and

WHEREAS, the School District and the Town have, by their mutual consent, expressed a desire to continue participating in this agreement beyond the end date and have reached terms for such an extension; and

WHEREAS, the School District and the Town are desirous of memorializing their understandings, expectations, and representation as to their agreement; and

WHEREAS, the respective governing agencies of the School District and the Town have approved the actions set forth in this agreement; and

WHEREAS, the respective governing agencies of the School District and the Town have determined that it is in the best interests of their respective municipal corporations to enter into this cooperative intermunicipal agreement and have approved, by resolution, the execution of this agreement by its appropriate officer;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the School District and Town agree as follows:

shall be carried over to the following calendar year. Similarly, should the amount of in-kind services provided by the Town under this agreement exceed the amount specified in paragraph 1, Article II above, the excess amount shall be carried over to the following calendar year as a credit against amounts owed in that year, thereby reducing the amount of rent payable.

6. The School District agrees that it shall purchase such materials as may be necessary to complete the projects it requests be accomplished by the Town when providing in-kind services under this agreement. For example, the School District shall purchase required paving materials for the Town to use while paving School District property as a part of the providing in-kind services under this agreement.
7. The School District agrees that any materials provided by the town, excluding the direct fuel costs associated with the project, shall be subject to being included in the amount invoiced to the School District in satisfaction of the rent by the Town. For example, the Town may invoice for salt and sand consumed on School District property when clearing snow and ice from parking areas and roadways as a part of providing in-kind services under this agreement.

ARTICLE III OPERATIONS AND MAINTENANCE

1. In exchange for the rent amount determined in Paragraph 1, Article II above, the School District shall provide for payment of the operating and maintenance costs of the vehicle storage and maintenance facility, including lighting, heating, custodial, rubbish removal associated with official operations of the facility, and all required insurance products.
2. The School District agrees to operate and maintain the vehicle storage and maintenance facility for the reasonable use of both the School District and the Town. The Town shall make available its portions of the facility for routine inspection by the School District and to effect any necessary repairs on the premises. The School District shall manage the facility so that access to the leased premises is reasonably accessible on a twenty-four hour basis to both the Town and the School District.
3. The Town agrees that it will cooperate with the operational rules and regulations of the facility. Both the Town and the School District will act reasonably and in good faith in accomplishing the intent and purpose of this agreement.

2. The School District agrees to obtain and maintain casualty and liability insurance coverage for the operation of the vehicle storage and maintenance facility, including coverage to protect the School District and Town from environmental liabilities associated with such facility from appropriate insurance companies. The premiums for such coverage shall be part of the School District's operating expense for the facility. The School District shall cause the Town to be named as additional insured on such policies.
3. The School District and Town agree to notify each other as soon as practicable if any claim, assessment, or lawsuit shall be instituted against the School District and/or the Town regarding the operation, maintenance, control and use of the vehicle storage and maintenance facility, and in no event later than ten (10) days of receipt of such information. The School District and Town agree to notify each other as soon as practicable of any event or state of facts that may create liability or claims being assessed against the School District and/or the Town regarding the operation, maintenance, control and use of the vehicle storage and maintenance facility, and in no event later than ten (10) days of receipt of such information.

**ARTICLE V
TERM**

1. The term of this agreement shall be for five (5) years, commencing January 1, 2019 and terminating December 31, 2023. No less than twelve (12) months prior to the expiration of this agreement the parties shall meet to review this agreement and determine whether such agreement shall be renewed for an additional five (5) year period. Unless a written notice of non-renewal is served upon the School District by the Town by no later than September 1, 2023, or unless a successor agreement is negotiated and implemented prior to the termination of this agreement, this agreement shall be extended for an additional five (5) year term and shall terminate effective December 31, 2028.
2. The Town may withdraw from this agreement, terminating its contractual rights and obligations under this agreement, by giving six (6) months advance written notice to the School District during the term of this agreement. The District may withdraw from this agreement, terminating its contractual rights and obligations under this agreement, by giving twelve (12) months advance written notice to the Town during the term of this

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year first written above.

INDIAN RIVER CENTRAL SCHOOL DISTRICT

(signature)

Frank J. Laverghetta, Board President
(printed name)

TOWN OF PHILADELPHIA

(signature)

_____, Supervisor
(printed name)