

AGREEMENT

THIS AGREEMENT made this 1st day of March, 2017, by and between HORSEHEADS CENTRAL SCHOOL DISTRICT, One Raider Lane, Horseheads, New York 14845, a central school district of the State of New York, (hereinafter referred to as "School District") and Elmira Heights Central School District, 2083 College Avenue, Elmira Heights, New York 14903, a central school district of the State of New York (hereinafter referred to as "EHCSD").

WHEREAS, the School District and EHCSD currently and independently must maintain gasoline, oil and diesel fuel storage and a pumping facility for each entity's respective motor vehicles and petroleum powered vehicles, and

WHEREAS, the School District and EHCSD wish to enter into a cooperative agreement pursuant to Article 5(G) of the General Municipal Law of the State of New York to enable the School District to operate and maintain a cooperative petroleum product storage and pumping facility for each EHCSD use, and

WHEREAS, a majority of the governing boards of the School District and EHCSD having, by separate resolution of each entity, approved the execution of this agreement by its appropriate executive officer;

NOW, THEREFORE, the parties agree as follows:

1. The School District agrees that it possesses and will operate and maintain on School District property at the District Transportation Facility in the Village of Horseheads a fuel station for the duration of this agreement which EHCSD may utilize and have free access to such facility

for all of its petroleum product needs. At a minimum, said petroleum products will consist of regular gasoline and diesel fuel.

2. The School District agrees to operate such fuel station facility as is reasonably necessary for the use and enjoyment of said facility by EHCSO, and School District and will employ such personnel as may be necessary for such maintenance and operation of said fuel station facility and all such personnel shall be considered exclusive employees of the School District. The School District shall manage such facility so that access to the pumping stations and other facilities provided for in the fuel station are reasonably accessible at necessary times by EHCSO and School District personnel and/or equipment on a 24-hour 7-day-a-week basis. Both parties will work together for snow and ice removal and the School District will not be responsible for such snow and ice removal during non-school days.

3. EHCSO shall pay the School District for each gallon amount that the School District must pay for such fuel at any given time after all discounts, credits or rebates, if any, plus a surcharge of \$0.10 per gallon to be recorded in a miscellaneous special revenue fund to be expended on repairs and renovations of the fuel station. EHCSO shall be invoiced monthly and shall remit payment within 30 days. All such invoiced fees shall be late after 30 days and subject to 9% annual interest compounded annually.

4. EHCSO and School District agree that each will perform its duties, rights and obligations under this agreement in a reasonable manner so as not to unreasonably create a liability or damage to the other. In the event that either EHCSO or School District performs its duties, rights and obligations under this agreement in an unreasonable manner causing damage or liability to the other governmental units cooperatively using the fueling station, then in such event, the governmental unit unreasonably causing such damage or liability to the other shall hold harmless

and indemnify the other governmental units from any such liability or damage, including reasonable attorney's fees and costs of the other party, as the case may be, in reference to the assertion of any such claim against the other party to this agreement.

5. The School District and EHCSD agree that each entity will cooperate with the other to comply with reasonable operation rules and regulations for such fuel station facility for the mutual benefit of the two municipalities.

6. The term of this agreement shall be for one year commencing the effective date of this agreement. Thereafter, this agreement shall automatically renew for successive terms of one year each until terminated in writing by either party. The School District or EHCDS may terminate this agreement upon prior written notice to the other party given at least 60 days before the effective date of such termination.

7. The School District agrees to obtain all necessary permits and/or authorizations of any governmental agency or administrative body having appropriate jurisdiction over the operation and maintenance of said fuel station facility and agrees to operate such facility so as to not be in violation of any such permits, rules, regulations or laws of the state or federal government or any agency of either particular government or any other governmental agency of appropriate jurisdiction.

8. Should any dispute arise between the parties to this agreement providing for binding arbitration for the dispute's resolution, such dispute shall be referred to the American Arbitration Association and shall be conducted and processed in accordance with the rules and regulations of the American Arbitration Association and such decision of such arbitrator so

appointed shall be binding on the parties hereto and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto hereunto set their hands and seals the date above referred to.

HORSEHEADS CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education

ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

By: _____

Name, Title