



196 Main Street, New Paltz, New York 12561 • Tel. (845)256-4020 • Fax (845)256-4025

**BOARD OF
EDUCATION**

October 6, 2016

Aimee Hemminger
President

Neil Bettez, Town Supervisor
Town of New Paltz
P.O. Box 550
New Paltz, NY 12561

Michael O'Donnell
Vice President

Brian Cournoyer
Member

RE: Intermunicipal Agreement

Alison Easton
Member

Dear Supervisor Bettez:

Steven Greenfield
Member

On the evening of October 5, 2016 the New Paltz Central School District Board of Education unanimously approved an intermunicipal agreement between the Town of New Paltz and the New Paltz School District.

Sophia Skiles
Member

Matthew Williams
Member

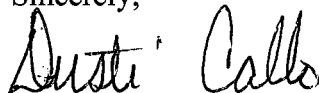
Enclosed are two (2) original copies of the agreement signed by the Board of Education President and notarized. Once you sign the agreement and have it notarized, please fill in the date your signature was received in the first paragraph on page one. Please keep one signed original for your records and forward one back to me.

SUPERINTENDENT
Maria C. Rice

Additionally, I have enclosed an excerpt of the minutes of the meeting that include the approved resolution of the agreement. Please let me know if you have any questions.

DISTRICT CLERK
Dusti Callo

Sincerely,


Dusti Callo,
District Clerk

Enclosures

C: Richard Linden, Assistant Superintendent for Business

Excerpt of Minutes
New Paltz Central School District Board of Education Meeting
October 5, 2016

13.4 Request for Approval of Inter-Municipal Agreement Between Town of New Paltz and New Paltz Central School District

Motion made by Alison Easton and seconded by Steven Greenfield that the Board of Education approve the following resolution, as amended:

Recommendation – that the New Paltz Central School District Board of Education does hereby approve the following:

WHEREAS, the School District owns a 1995 GMC C7H chassis equipped with a 50 foot Altec bucket unit, which is surplus and of no use to the School District, and which would be of benefit to the Town of New Paltz (“Town”); and

WHEREAS, the Town owns a 1992 International 4900 series dump truck, equipped with an 11 foot plow and an 8 yard sander which was used by the Town Highway Department, and which is surplus and of no use to the Town and would be of benefit to the School District; and

WHEREAS, the School District and Town wish to enter into an intermunicipal agreement pursuant to Article 5-G of the General Municipal Law to permit the exchange of the above described vehicles, which are determined to be of substantially equal value;

THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares the 1995 GMC C7H chassis equipped with a 50 foot Altec bucket unit to be surplus and of no use to the School District; and

BE IT FURTHER RESOLVED that the Board is hereby authorized to execute an Intermunicipal Agreement with the Town of New Paltz, as presented to the Board at this meeting, for the exchange of the above-described vehicles and to execute any additional documents in furtherance of such transaction. A copy of the Intermunicipal Agreement shall be incorporated by reference within the minutes of this meeting.

Board member Steven Greenfield praised the collaborative efforts of the Town and Village of New Paltz as well as the New Paltz School District. Mr. Greenfield and board members expressed that they look forward to similar efforts in the future on behalf of the taxpayers of the New Paltz community.

Motion carried 7 to 0 with 7 members voting.

DC,

10/6/16

SEAL

INTERMUNICIPAL AGREEMENT

AGREEMENT dated this ___ day of October, 2016, between the **NEW PALTZ CENTRAL SCHOOL DISTRICT**, a school district of the State of New York, with an office for the place of business located at One Eugene L. Brown Drive, New Paltz, New York 12561 and the **TOWN OF NEW PALTZ**, a municipal corporation of the State of New York, with its principal office for the place of business located at 52 Clearwater Road, New Paltz, New York 12601 (hereinafter the "Town"):

WHEREAS, pursuant to the provisions of Article 5-G, Section 119-o of the General Municipal Law of the State of New York, the School District and Town are authorized to enter the Agreement described herein; and

WHEREAS, the School District owns a 1995 GMC C7H chassis equipped with a 50 foot Altec bucket unit which is surplus and of no use to the School District and which would be of benefit to the Town; and

WHEREAS, the Town owns a 1992 International 4900 series dump truck equipped with an 11 foot plow and an 8 yard sander which was used by the Town High Department and which is surplus and of no use to the Town and would be of benefit to the School District; and

WHEREAS, the Town is desirous of acquiring the School District vehicle and the School District is desirous of acquiring the Town vehicle; and

WHEREAS, the School District and Town wish to enter into an agreement for the purpose of the School District and the Town exchanging the above vehicles which are determined to be of substantially equal value;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the compliance with the terms and conditions herein specified, the parties hereto agree as follows:

1. The School District hereby conveys to the Town one (1) 1995 C7H GMC Topkick with a 3116 CAT Diesel Engine, VIN 1GDM7H1J2SJ501452, equipped with a 50 foot Altec bucket unit ("Bucket Truck"). The Town agrees to receive the bucket truck in "as is" condition as long as it is able to pass inspection.

2. The Town hereby conveys to the School District one (1) 1992 International 4900 series dump truck, VIN 1HTSDPPRXNH463611, equipped with a Tarco Tarrant AS01-K4409-A04-996 Sander and Tenco 11 foot Plow ("Dump Truck"). The School District agrees to receive the dump truck in "as is" condition as long as it is able to pass inspection.

3. In the event that the School District should have the need to use the bucket truck, the Town agrees to permit such use, with or without an operator, as long as the School District

provides the Town with adequate notice and the bucket truck passes its yearly inspection and remains in service. At such time as the bucket truck is taken out of service by the Town, the Town will be under no obligation to provide a bucket truck for School District use.

4. In the event that the Town should have the need to use the dump truck, the School District agrees to permit such use, with or without an operator, as long as the Town provides the School District with adequate notice and the dump truck passes its yearly inspection and remains in service. At such time as the dump truck is taken out of service by the School District, the School District will be under no obligation to provide a dump truck for Town use.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that the Supreme Court, Ulster County, New York, shall have exclusive jurisdiction of any dispute arising out of or relating to this Agreement.

6. This Agreement constitutes the entire agreement between the parties relating to the rights granted and obligations assumed pursuant to this Agreement. Any amendments to this Agreement must be in writing and signed by both parties.

7. If any provision of this Agreement is deemed to be invalid, that part shall be deemed modified to the extent necessary to make it valid or, if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

8. This Agreement is subject to the approval of the Board of Education of the New Paltz Central School District and the Town Board of the Town of New Paltz.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NEW PALTZ CENTRAL SCHOOL DISTRICT

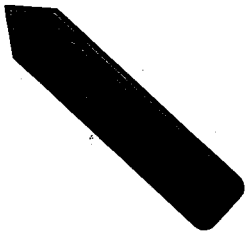
TOWN OF NEW PALTZ

BY: *Aimee Hemminger*
AIMEE HEMMINGER
BOARD PRESIDENT

BY: _____
NEIL BETTEZ
TOWN SUPERVISOR

STATE OF NEW YORK)
) SS.:
COUNTY OF ULSTER)

On the 5th day of October 2016, before me, the undersigned, personally appeared Aimee Hemminger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President of the Board of Education of the New Paltz



Central School District, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Dusti Callo
Notary Public State of New York
Qualified in Ulster County
Commission Expires 08-04-2018
01CA6309235



NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF ULSTER)

On the ___ day of October, 2016, before me, the undersigned, personally appeared Neil Bettez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Town Supervisor of the Town of New Paltz, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC