

CONTRACT FOR TRAFFIC CONTROL SERVICES
(Adirondack Trailways)

THIS AGREEMENT is made the 11 day of OCTOBER, 2016, by and between the TOWN OF NEW PALTZ, a municipal corporation of the State of New York, maintaining its offices at 1 Veterans Drive, PO Box 550, New Paltz New York 12561, hereinafter referred to as the "Town"; and Joseph Aversano, c/o Adirondack Trailways 499 Hurley Ave. Hurley NY 12443, hereinafter referred to as "Trailways."

WHEREAS, the Town has and maintains a New Paltz Police Department (here referred to as the "Department"); and

WHEREAS, the Department has the authority to direct and control vehicular traffic upon highways located within the Town of New Paltz; and

WHEREAS, in certain circumstances, the Department may be called upon to expend additional services in the form of traffic direction and control in the performance of its obligation to protect the health, safety and welfare of vehicles and pedestrians on such highways owing to the happening of particular events or during particular times of the year during which such traffic control is necessary; and

WHEREAS, under such circumstances, the Town is entitled to enter into traffic control agreements with private entities requiring such services and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, Trailways desires to enter into such agreement for such services during a definite term;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **SERVICES PROVIDED BY THE DEPARTMENT.** The Department shall provide traffic control and direction upon 139 Main St. New Paltz NY 12561, during the term of this agreement.

2. **PERSONNEL, TRAINING AND EXPERIENCE.** The Department will provide one (1) qualified police officer and equipment necessary to provide such service which, at all times, shall be under the exclusive authority and control of the Department.

3. **INSURANCE AND INDEMNIFICATION.** Trailways shall carry general public liability insurance coverage and the Town shall be named as an additional insured with coverage of at least Five Hundred Thousand (\$500,000) Dollars per person and One Million (\$1,000,000) Dollars per occurrence and shall further hold the Town harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of Trailways, his agents, servants, employees and invitees committed at any time during which the Department is acting in the performance of its duties pursuant to this agreement.

4. **BILLING SERVICES.** The Town authorizes the Department to maintain an efficient process for keeping records of its services rendered in the performance of this agreement and to provide to Trailways statements for the charges to be paid, which said statements shall be promptly paid.

5. **COMPENSATION FOR SERVICES.** Trailways shall compensate the Town for each officer's service at that officer's overtime rate with benefits, plus an additional 9.4% overhead charge on the total billing statement rendered.

6. **TERM.** This Agreement shall be for a definite term of Tuesday November 22, 2016 between the hours of 12:00pm and 8:00pm.

a) Following commencement of service, Trailways shall be entitled to cancel such service for the remainder of the day due to weather or traffic conditions provided, however, that Trailways shall be obligated for the payment of at least two (2) hours of service on the date of such cancellation.

7. **NO ASSIGNMENT.** Neither party may assign this Agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services.

8. **NOTICES.** Any notices required to be given to parties pursuant to the Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed in case of the Town to the Chief of Police of the New Paltz Police Department and to the Supervisor of the Town of New Paltz, and in the case of Trailways at the address set forth at the beginning of this Agreement.

9. COMPLIANCE WITH LAWS. The Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the New Paltz Police Department and shall be governed by the laws of the State of New York.

10. INVALIDITY OF PROVISION. If any provision of the Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

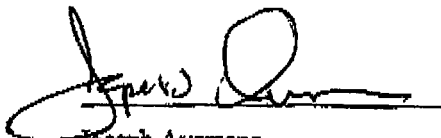
11. MODIFICATION OF AGREEMENT. Any modification of the Agreement or additional obligation assumed by either party in connection with the Agreement shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

12. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be approved by their respective governing bodies as of the date and year first above written.

TOWN OF NEW PALTZ

By: _____
Neil Bettez, Supervisor


Joseph Aversano
Executive Asst. to V.P. of
Operations

The foregoing Agreement was approved by the Town Board of the Town of New Paltz on _____, 2016.