

July 19, 2016

The Town of New Paltz
52 Clearwater Rd
P O Box 550
New Paltz NY 12561

RE: Transportation Agreement

Enclosed please find the signed agreement with the New Paltz Central School District.

Please have the agreement signed and return a copy to the New Paltz Central School District.

If you have any questions and/or concerns, please feel free to contact my office.

Thank you.

Sincerely,



Richard A Linden
Assistant Superintendent for Business

RAL/sds
Enc.

RECREATION TRANSPORTATION AGREEMENT
TOWN OF NEW PALTZ

THIS AGREEMENT is made on the _____ day of _____, 2016, by and between THE TOWN OF NEW PALTZ, a municipal corporation and political subdivision, having its offices at 52 Clearwater Rd., P O Box 550, New Paltz, NY 12561, hereinafter referred to as "The Town", and THE NEW PALTZ CENTRAL SCHOOL DISTRICT, a municipal corporation maintaining its offices at 196 Main Street, New Paltz, New York 12561, hereinafter referred to as "The District".

WITNESSETH:

WHEREAS, the Town operates programs for the recreation of the youth of the New Paltz community and the Senior Citizens, hereinafter referred to as "The Programs"; and

WHEREAS, the District owns a fleet of buses designated for transporting children and agrees to make its buses available to the Town for use in the Programs; and

WHEREAS, the Town and District are empowered under General Municipal law, Section 119-o, to enter into the agreement described herein;

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

- **USE OF BUS.** (a) The District will make available to the Town up to three school buses for the purpose of transporting the children or seniors, together with such additional buses as are available and may be required by the Director of the Program for periodic transportation of the children or seniors. The District will also make available additional buses as may be required by the Director of the Town Recreation Program for periodic transportation of children or seniors involved in various other areas of the Programs. (b) The District will also make available to the Town a list of the bus drivers employed by the District during the year of this agreement. It shall be the Town's responsibility to contact such drivers and to employ them at the Town's sole option. (c) The use of such buses is subject to their availability after the needs of the school district are met.
- **ASSIGNMENT OF TRIPS.** The Director of the Program will have the authority and responsibility for determining the dates, times and places that the school bus or buses will be used for field trips and events of the Youth Recreation Program or Senior Program and the duration of each trip. (S) He shall request the use of a bus (or buses) to transport children or seniors for such trips and/or events to the Superintendent of Schools and/or Transportation Director at least two weeks before each trip. Notwithstanding the above, in no event shall any such trip exceed the 200 mile round trip limitation pursuant to Board Policy #6030.
- **SUPERVISION OF CHILDREN.** The Town accepts the complete obligation for the supervision of the children enrolled in all of their Programs.
- **DESIGNATION OF BUS AND DRIVER.** The District reserves the exclusive right to designate the bus or buses and the Town reserves the exclusive right to employ the driver or drivers to be used for the Program from the list supplied by the District.

- **TOWN RISK.** The Town assumes all risks incident to the operation of the Program, except as specified herein, and shall indemnify and hold harmless the District against all claims arising from any accident, injury or damage whatsoever to any person or property occurring during the term of this agreement caused in any manner by the Town or their agents or employees, or occurring in any manner while under the control of the Town, their agents or employees, and against all expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon, except for negligence or gross negligence on the part of the District in maintaining the buses.
- **PAYMENT.**
 1. The District will charge the Town for the use of buses, at the rate of Two Dollar and sixty cents (\$2.60) per mile per school bus utilized, for each mile that a school bus is used in the performance of this Agreement, together with all tolls expended for highways, bridges and tunnels;
 2. Mileage will be computed from and to the District Transportation Facility on South Putt Corners Road;
 3. Payment will be made to the District upon receipt of an itemized invoice as submitted by the District to the Town in the operation of the Program.
- **TERM.** This Agreement shall commence as of the July 14, 2016 and shall conclude June 30, 2017.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective presiding officers as of the date and year first written above.

NEW PALTZ CENTRAL SCHOOL DISTRICT

Justin Callo
DISTRICT CLERK

Aimee C. Spence
BOARD OF EDUCATION PRESIDENT

BOARD CLERK

TOWN OF NEW PALTZ SUPERVISOR

The foregoing Agreement was approved by the Town Board of the Town of New Paltz at a meeting held on _____ and by the School Board of the New Paltz Central School District held on July 13, 2016.