

**TOWN OF SOUTHEAST
1360 Route 22,
Brewster, New York 10509
Tuesday, February 5, 2019
SPECIAL MEETING 5:00 P.M.**

Pledge of Allegiance

Notation of Exits

Turn Off/Put on Vibrate – All Electronic Devices

Regular Meeting:

1. Resolution – IMA Brewster Central Schools – Ball Fields

**TOWN BOARD
TOWN OF SOUTHEAST**

**AUTHORIZING SUPERVISOR TO
EXECUTE INTERMUNICIPAL AGREEMENT
WITH BREWSTER CENTRAL SCHOOL DISTRICT
USE OF RECREATION FACILITIES**

RESOLUTION NO. _____ / 2019

DATE: February 5, 2019

INTRODUCED BY: _____

SECONDED BY: _____

WHEREAS, pursuant to New York General Municipal Law, Article 5-G, local governments and municipal corporations are authorized to enter into municipal cooperation agreements for the performance among themselves or one for the other of their respective functions; and

WHEREAS, the Town of Southeast acknowledges that there is a critical need to utilize every means available to provide the maximum services in the most cost-effective manner and at the least possible cost to the local taxpayers, and that flexibility in operation of local governments through shared services and resources is necessary to ensure efficiency and maximum benefits to the local taxpayers which will result in efficient and cost-effective performance; and

WHEREAS, the Town of Southeast maintains certain recreation facilities including baseball fields for the use and enjoyment of its residents; and

WHEREAS, the Brewster Central School District has been directed to upgrade and/or improve certain of its baseball fields thus taking those fields out of service for the balance of the 2017-2018 School year; and

WHEREAS, the School District is desirous of utilizing certain of the Town's ballfields to meet the needs of the School District's interscholastic baseball program while the School District's fields are out of service and not available.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Supervisor is authorized to finalize and execute an Intermunicipal Agreement, in form and substance as annexed hereto as "Exhibit A – Intermunicipal Agreement" in order to effectuate sharing of services and resources as set forth hereinabove; and be it further; and

Draft
Change in original

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into as of the . th day of February 2019 between the TOWN OF SOUTHEAST, a municipal corporation, with offices located at 1360 Route 22, Brewster, New York 10509 (hereinafter "Town") and the BREWSTER CENTRAL SCHOOL DISTRICT, with offices located at 30 Farm-to-Market Road, Brewster, New York 10509 (hereinafter "School District"), collectively referred to herein as "the Parties."

WITNESSETH:

WHEREAS, the Town owns and maintains certain municipal athletic fields located at Markel Park, 531 and 559 North Main Street, Brewster, NY 10509 and Volunteer Park, 67 Zimmer Road, Brewster, NY 10509 (hereinafter "Town Facilities") which are utilized by residents and organizations of the Town for recreational purposes; and

WHEREAS, the School District is desirous of utilizing the Town Facilities for games and/or practices for its interscholastic sports teams; and

WHEREAS, the Town is willing to allow the School District to utilize the Town Facilities, for the benefit of the residents and students of the School District upon the terms and conditions contained herein; and

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into inter-municipal cooperative agreements;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Effective March 4, 2019 through and including June 30, 2019, the School District shall be permitted to use the Town Facilities for the conduct of games and/or practices for its interscholastic sports teams. The School District shall have priority to use the Town Facilities on dates and times when said games and/or practices are scheduled.
2. The School District will supply the Town with a schedule of planned usage of the Town Facilities no later than February 28, 2019, unless otherwise agreed to by the Parties. Said schedule will be attached to this Agreement as Appendix "A."
3. The School District shall have use of the Town Facilities on the dates and times as identified in Appendix A. If any of the dates and times of games provided to the Town are re-scheduled or changed, the School District, as soon as practicable, shall notify the Town of such changes, and the Town and the School District shall collaborate to reschedule the games. Practice schedules shall be mutually agreed upon by both parties.

4. The Town shall be responsible for ordinary maintenance and repairs of the Town Facilities during the term of this Agreement. Upon the expiration or other termination of the Agreement, the School District shall quit and surrender to the Town Facilities in good order and condition, ordinary wear and tear excepted.

5. The Town shall not charge the School District for its use of the Town Facilities as described in this Agreement.

6. The School District, when utilizing the Town Facilities shall provide adequate supervision and safety measures for students, teachers, and other school representatives who utilize the Town Facilities. The School District agrees to comply with the Town's policies, rules, regulations and procedures with regard to use of the Town Facilities.

7. The Town shall defend, indemnify and hold harmless the School District, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to the School District and its employees, agents, students and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the District, its agents, servants and employees.

8. The School District shall defend, indemnify and hold harmless the Town, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to the Town and its employees, agents, students and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the Town, its agents, servants and employees.

9. The Parties hereby agree to obtain and hereafter to keep in full force and effect insurance coverage for the use of the Town Facilities during the term of this Agreement, which insurance coverages shall also name the other as an additional insured.

10. This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

11. The Town shall not assign, transfer, convey or otherwise dispose of this Agreement or any of its contents, or its rights, title, or interest therein, or of its power to execute such contract to any other person, corporation, agency, or other entity without the prior written consent of the School District.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, 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.

13. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York and shall be commenced in Supreme Court in Putnam County.

14. This Agreement shall not take effect until approved by the parties' respective approving authority, the Board of Education of the Brewster Central School District and the Town Board of the Town of Southeast.

15. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties to this Agreement have caused their respective, duly authorized representatives to execute this Agreement as of the day and date set forth above.

Brewster Central School District

Date

Town of Southeast

Date

APPENDIX "A"

INSERT SCHEDULE OF GAMES AND PRACTICES

Softball Schedule DRAFT (1/8/19)

Markel Park

Varsity Softball

3/28 home v Gorton-4:30 pm
4/1 at Poughkeepsie
4/3 at Nyack
4/5 Home v Somers-4:30 pm
4/9-Home v Yorktown-4:30 pm
4/11-Home v Panas-4:30 pm
4/12 at Hen Hud
4/15 and 16-at Beacon tournament

4/27 at Lakeland-4:30 pm
4/29 Home v Greeley-4:30 pm
5/1 at JJCR
5/3 at Somers
5/4 at Beams Tournament (Arlington-2 games)
5/7 Home v Yorktown-4:30 pm
5/9 at Panas
5/13 Lakeland-4:30 pm
5/15 at Greeley
5/17 Home v JJCR

JV Softball

Home v Poughkeepsie-4:30 pm
Home v Nyack 4:30 pm
at Somers
at Yorktown
at Panas
Home v Hen Hud 4:30 pm

Home v Lakeland 4:30 pm
at Greeley 4:30 pm
Home v JJCR- 4:30 pm
Home v Somers 4:30 pm

at Yorktown
Home v Panas 4:30 pm
at Lakeland
Home v Greeley 4:30 pm
at JJCR

There are more games to be scheduled-at least 1 for varsity and 2 or 3 for jv.

The modified schedule is being worked on as there are several changes to be made due to the Washington D.C. trip and 8th grade confirmation.

Practices

Weekdays: 2:45pm - 5:30pm

Weekends: when available

Baseball Schedule DRAFT (1/9/19)
Volunteer Park

Varsity Baseball

3/30 at Pearl River 11:00 am
 4/1-home v Put Valley 4:30 pm
 pm
 4/3-home v Somers 4:30 pm
 4-5-at Somers 4:30 pm
 4/8-home v Beacon 4:30 pm
 4/9-at Pelham 4:30 pm
 4/13-home v Nanuet 11:00 am
 4/22-at Lakeland 4:30 pm
 4/25-home vPanas 4:30 pm
 4/26 and 4/27 at Ardsley Tournament
 4/29 at Hen Hud 4:30 pm
 5/1-home v JJCR 4:30 pm
 5/3-at JJCR 4:30 pm
 5/7-at Greeley 4:30 pm
 5/9-home v Greeley 4:30 pm
 5/13-Lakeland 4:30 pm
 5/15-home v Yorktown -4:30 pm
 *5/17-at Yorktown 4:30 pm

JV Baseball

home v Pearl River-11:00 am
 at Put Valley 4:30
 at Somers 4:30 pm
 home v Somers 4:30 pm
 at Beacon 4:30 pm
 home v Pelham 4:30 pm
 at Nanuet 11:00 am
 home v Lakeland 4:30 pm
 at Panas 4:30 pm
 home v Hen Hud 4:30 pm
 at JJCR 4:30 pm
 home v JJCR 4:30 pm
 home v Greeley 4:30 pm
 at Greeley 4:30 pm
 at Lakeland 4:30 pm
 at Yorktown 4:30 pm
 home v Yorktown 4:30 pm

*= the game has to be changed due to the Jr. Prom. 2 more jv games to be scheduled.
 Modified games are being worked on. Games have to be changed due to Washington
 DC trip and Confirmation.

Practices

Weekdays: 2:45pm - 5:30pm
 Weekends: when available