

*Miller Place Union Free School District*  
*Miller Place, New York 11764*  
**Board of Education Policy**

**8411.E**

**AGREEMENT TO PROVIDE TRANSPORTATION ON PRIVATE ROADS**

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THIS AGREEMENT by and between the MILLER PLACE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the “District”) and THE PRIVATE ROAD OWNER (hereinafter referred to as the “Owner”) regarding District pupil transportation services on private roads owned and maintained by the Owner or located within the Owner’s community, is constituted as follows:

1. That in consideration for the terms and conditions contained herein, the District will provide pupil transportation services, as deemed appropriate by the District and pursuant to law, for students residing within the Owner’s community boundaries that are within the District commencing in the \_\_\_\_\_ school year;
2. That the parties acknowledge and recognize that during the aforementioned school year, District buses will be required to travel on private roads owned and/or maintained by the Owner, or which are located within the Owner’s community boundaries, in order to pick up and drop off resident students. The Owner hereby gives the District permission to operate buses on such private roads. The bus stop(s) shall be as follows (unless changed by the District in its discretion): \_\_\_\_\_;
3. That the Owner acknowledges and agrees that such buses must be given unobstructed access to the aforementioned Owner community roads, which in some cases may be narrow and/or a single lane. The Owner, therefore, will facilitate such unobstructed access by instructing residents that buses will not be required by oncoming traffic on such roads to be operated in reverse for any reason; and that such oncoming traffic will be directed by the Owner to yield the right of way to oncoming buses. The Owner acknowledges that the District may cancel the subject transportation in the event the Owner is unsuccessful in ensuring unobstructed access for the buses and/or buses are required to operate in reverse for any reason;
4. That the Owner shall have the responsibility for maintaining and/or repairing such roads and/or to remove any such obstructions to the travel of the aforementioned buses including but not limited to snow and ice removal;
5. That the Owner hereby indemnifies, holds harmless and will defend the District and the District designated transportation company from any claim of any kind including but not limited to claims of personal injuries and property damages proximately caused by the condition of the aforementioned roadways and appurtenances, and/or by obstructions or other conditions on or about the land existing and within the Owner’s community, whether same exist upon Owner owned property, common areas and/or property owned by individual Owner community residents. In addition to the Owner’s duty to defend the District, the Owner also agrees to pay any and all reasonable attorney’s fees and court costs incurred by the District in connection with any such claims;
6. The Owner shall maintain general liability, premises liability, and automobile liability insurance coverage (and any other insurance coverage reasonably necessary to protect the District against claims) with a carrier licensed in the State of New York with an A.M. Best rating of “A” or

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higher in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, with umbrella (excess coverage) protection of Five Million Dollars (\$5,000,000), naming the District as an additional insured under such policies and providing that in the event of cancellation of the aforementioned policies, the District will receive sixty (60) days written notice in advance by certified mail, return receipt requested;

7. That the Owner affirms that it is the owner and/or at the very least responsible for maintaining and repairing the roads within the Owner's community boundaries;
8. The Owner affirms that this document was executed by its representative having full authority from the Owner's Board of Directors to bind the Owner to this agreement, its terms and conditions;
9. That the representative of the Owner who has executed this agreement affirms that he/she has read same, understood it and executed the document knowingly and voluntarily with the advice of counsel. If the Owner has not received the advice of counsel before executing this agreement, then the Owner acknowledges that it has declined and waived its right to confer with counsel, and will not use such failure to consult with counsel as an excuse for any default under this agreement or as a defense in any legal proceeding;
10. Nothing contained herein shall be construed as an agreement to provide transportation to students who are not residents of the District and under no circumstances shall the District be required to provide transportation to non-residents;
11. Nothing contained herein shall create a right to the transportation referred herein. Furthermore, this agreement and such transportation may be cancelled by the District upon twenty-four (24) hours notice if buses are required to operate in reverse for any reason, or if the Owner maintains its roads in such a manner as determined by the District or its designated transportation company to be unsafe.
12. This Agreement is subject to and contingent upon formal approval by the Board of Education, and shall not be valid, binding or enforceable until it is fully executed by all Parties hereto.

\_\_\_\_\_  
Name, *President*  
*Board of Education, Miller Place UFSD*

\_\_\_\_\_  
Name  
*Owner*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>Adopted:</b>	07/10/2001			
<b>Reviewed:</b>	02/13/2002	01/27/2010	10/28/2015	01/23/2019
<b>Revised:</b>	02/13/2002	02/24/2010	11/18/2015	02/27/2019