

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, made this 11th day of April, 2022, by and between the TOWN OF AMHERST, a municipal corporation having an office located at 5583 Main Street, Williamsville, New York 14221 (hereinafter "Amherst"), the SWEET HOME CENTRAL SCHOOL DISTRICT, a municipal corporation having an office located at 1901 Sweet Home Road, Amherst, New York 14228 (hereinafter "Sweet Home").

WITNESSETH:

WHEREAS, Sweet Home wishes to participate in an inter-municipal Agreement pursuant to Article 50G of the New York State General Municipal Law for the purchase of fuel from Amherst.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

1. TERM

The term of this Agreement shall be for four (4) months commencing on the 14th day of May, 2022 and shall continue through and including the 14th day of September 2022. Additionally, Sweet Home will have the option to extend the term of this Agreement, upon the same terms and conditions set forth herein, for three (3) successive periods of four (4) months each, so long as such option is exercised in writing by Sweet Home no later than sixty (60) days prior to the expiration of the original term or any option period. The option may be rejected by the Town in its sole discretion no later than thirty (30) days prior to the expiration of the original term or any option period.

2. MATERIALS AND COST

Sweet Home agrees to purchase fuel from Amherst at a cost of the market rate with a 3% administrative fee. The market rate is subject to change on a daily basis based on the price of fuel. All invoices for fuel must be paid within thirty (30) days of receipt.

Sweet Home will pick up/refuel at the Town of Amherst Highway Department, 1042 N. Forest Road, Williamsville, New York 14221.

3. PRIORITY

Amherst will have priority in fuel use and reserves the right to cancel this agreement on seven (7) business days' notice in the event of a fuel shortage resulting in inadequate fuel reserves or availability to comply with this agreement.

4. INDEMNIFICATION

To the fullest extent permitted by law, Sweet Home covenants and agrees to indemnify and hold harmless Amherst, its departments, boards, officers, agents and employees from any and all loss,

costs, and expense, claims or demands, actions or causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees arising directly or indirectly from any negligent acts or omissions of Sweet Home, its officers, agents and employees in carrying out the provisions of this Agreement.

5. CANCELLATION OF AGREEMENT

Any party hereto shall have the right upon thirty (30) days prior written notice to cancel this Agreement or any extension thereof.

6. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall expressly include the same.

7. CHOICE OF LAW/VENUE

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Erie County, New York.

8. SEVERABILITY

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith and executed by the parties to make such insertion.

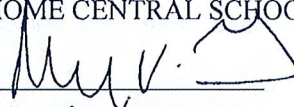
IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be hereunto affixed and these presents to be signed the day and year first above written.

BRIAN J. KULPA
SUPERVISOR
TOWN OF AMHERST

Signature: 

Dated: 4/14/22

MICHAEL V. GINESTRE,
SUPERINTENDENT
SWEET HOME CENTRAL SCHOOL DISTRICT

Signature: 

Dated: 4/15/22