


TOWN OF RIPLEY/RIPLEY CENTRAL SCHOOL DISTRICT INTER MUNICIPAL AGREEMENT

This Inter Municipal Agreement ("Agreement") dated the 1st day of April 2022 by and between the Town of Ripley ("Town") and the Ripley Central School District ("District")

1. Pursuant to the authority contained in general Municipal Law Section 119-0 the Town and the District, upon approval by their respective governing bodies, hereby enter into cooperative agreement for the purchase and storage of gasoline and diesel fuel for use in vehicles owned and operated by the Town and the District.
2. The District shall be responsible; subject to the competitive bidding requirements contained in General Municipal Law Section 103, for the purchase of gasoline and diesel fuel and the payment for the same to the supplier(s). The District shall make reasonable efforts to ensure that the gasoline and diesel fuel tanks are filled on a weekly or bi-weekly basis.
3. The Town and the District agree to be obligated to pay only for the fuel that each uses based upon readouts from the meters on the gasoline and diesel tanks. The Town will be billed by the District for the portion of its fuel consumption based upon meter readings made by the District, subject to review by the Town. The District will invoice the Town on a monthly basis for all fuel consumed by the Town in the preceding month. The amount invoiced by the District to the Town will reflect the actual cost per gallon paid by the District to any and all suppliers. If pricing per gallon is adjusted under NYS OGS contract within the month the District will invoice the Town for an average price per gallon for all fuel purchased within that monthly period. Payment from the Town to the District for gasoline and diesel fuel shall be made within thirty-five (35) days of receipt of a written bill from the District.
4. In the event there are discrepancies between the amount of fuel shown to have been used based upon readings from the meter(s) and the amount of fuel remaining in the tank(s), due to leakage, evaporation, or any other circumstance, the Town and the District agree to apportion their respective shares of any such fuel tank shortage costs in direct proportion to that shown by the meters to have been used by each of them during the time period involved.

 3-17-2022

William H. Caldwell Date
RCS Superintendent

Douglas Bowen Date
Town of Ripley