

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

BETWEEN

THE VILLAGE OF AVOCA AND THE TOWN OF AVOCA

THIS MEMORANDUM OF AGREEMENT AND UNDERSTANDING (hereinafter the "Agreement") made as of the 24 day of MAY, 2021 (the "Effective Date"), by and between the Village of Avoca (Village) a municipal cooperation, and the Town of Avoca (Town) a municipal cooperation, and completed under and by virtue of the Laws of the State of New York, with the Village of Avoca and all its property holdings being located wholly within the Town of Avoca, Town of Avoca, Steuben County, State of New York, and the Town of Avoca having municipal and ranging interests in the Village of Avoca, hereby enter into the following Memorandum of Agreement and Understanding;

WHEREAS, in the interest of the tax payers residing within the Village of Avoca and the Town of Avoca, the Village and the Town enter into this agreement to ease the tax burden on both the municipalities, and;

WHEREAS, the Village and the Town have both entered into this agreement and understanding in good faith for both parties and have discussed at length the outlined provisions within, and;

WHEREAS, both the signatories to this agreement and understanding, the Mayor for the Village and the Town Supervisor for the Town, have entered into the agreement after consulting with their prospective governing boards and receiving approval therefrom at regular board meetings, and;

WHEREAS, both parties to this agreement understand and acknowledge that this agreement will be automatically renewed on the first business day in May of each year. In the event either party wishes to withdraw from this agreement it shall be done in writing at least 30 days before the renewal of this agreement and understanding, and;

NOW, THEREFORE,

IT IS HEREBY STIPULATED AND AGREED, by and between the parties as follows:

- A. The Village and Town, both political sub-divisions of the State of New York and located in the County of Steuben, do agree to all the shared services as outlined below. These shared services, many of which have been in effect for many years as many of the business activities of the Village and Town are shared and it is agreeable and beneficial to both parties to continue using these shared services to include:
 1. Paving and Road Building Projects – To include the use of multi-ton vehicles, backhoes or other heavy equipment with operators when needed by either entity. This will also include employees for traffic control as needed.

2. Snow Plowing, Pushing and Hauling – To include salting and sanding as needed by either entity.
 3. Grave Openings and Closings – To include and be limited to the Village assisting the Towns with the one Town owed cemetery.
 4. Ditch Cleaning – To include use of the Town owned Excavator with operator and/or the Village owned Backhoe with operator as needed by either entity.
 5. Mowing and Brush Clearing – To include the use of the Village Backhoe with operator or large mower with sickle bar and operator as needed by either entity.
 6. Sand Hauling – To include the use on the Village One Ton Dump Trucks with operator or the Town 10 wheeled dump trucks as needed by either entity.
 7. Construction Road Signage and Barrels – To include all road signage, barrels, or other public awareness construction notification equipment as needed by either entity.
 8. Fuel Station Usage – To include both the Town and Village Fuel Stations in the event of an emergency or other incident where either entities fueling station is not working, the other entity will allow usage of the their fueling station and charge back any fuel used at the end of the month.
- B. Under the supervision on the Town Highway Superintendent and the Village Street Supervisor, both working together with the blessing of the Town and Village Boards, the above outlined services and equipment are exchanged as needed on a regular basis.
- C. Exclusive of the cost of both municipalities investing in duplicate equipment, but including the cost of renting such equipment, added in labor costs, the annual savings for the Town and Village combined is estimated to be in the area of \$30,000.00.
- D. The Town Highway Superintendent and the Village Street Supervisor will maintain detailed records of all shared services between the Town and Village and will include:
1. Project Date(s)
 2. Project Location
 3. Work Performed
 4. Equipment Used – Milage or Hours Logged
 5. Fuel Consumed
 6. Manpower Hours Exchanged
- E. The Town Highway Superintendent and the Village Street Supervisor shall report to their prospective Boards at their scheduled monthly Board Meeting the shared services for the preceding month and estimates cost / savings for the shared services that were rendered.

F. The Parties agree that this Memorandum is made to document, track, and allow shared services but shall not be construed to contractually require either party to provide any specific services if for any reason it chooses not to at the time.

BOTH PARTIES ATTEST THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS AGREEMENT INCLUDING EACH PARTY'S RIGHT TO CONSULT WITH AN ATTORNEY OF THEIR CHOOSING PRIOR TO EXECUTING THIS AGREEMENT.

BOTH PARTIES AGREE THAT THEY HAVE MADE THEIR PROSPECTIVE STREET DEPARTMENT AND HIGHWAY DEPARTMENT AWARE OF THE PROVISIONS OF THIS AGREEMENT AND UNDERSTANDING SO THEY CAN COMPLY WITH THE PROVISIONS SET FORTH WITHIN.

BOTH PARTIES HAVING ELECTED TO EXECUTE THIS AGREEMENT AND TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE SUM OR BENEFITS SET FORTH IN THIS AGREEMENT, AND AFTER DUE AUTHORIZATION FROM THEIR ELECTED BOARDS, FREELY ENTER INTO THIS AGREEMENT.

WHEREFORE, the parties to this Memorandum of Agreement and Understanding now voluntarily and knowingly execute this Agreement.

For the Village of Avoca,

By: 
Eric R. Tyner, Mayor of Village of Avoca

Date: 05/27/21

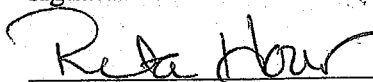
For the Town of Avoca,

By: 
Dana Wightman, Avoca Town Supervisor

Date: 5/27/21

STATE OF NEW YORK
COUNTY OF Steuben ss:

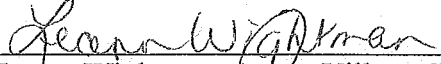
On this 27 day of May, 2021, before me the above personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.


Notary Public

My Commission Expires: _____

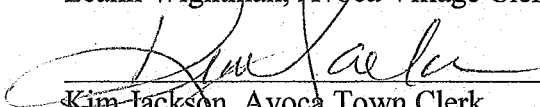
RITA M HOOVER
Notary Public, State of New York
No. 01HO6069614
Qualified in Steuben County
Commission Expires March 11, 2022

Filed with:



Leann Wightman, Avoca Village Clerk

Date: 5-28-21



Kim Jackson, Avoca Town Clerk

Date: 5/27/21