


SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

TO: Susan Swartz, Superintendent
FROM: Andrew Giaquinto, School Business Manager 
DATE: March 19, 2024
RE: Approval of the Fourth Year of the Five-Year Shared Services Agreement for Bus Maintenance with Burnt Hills-Ballston Lake Central School District

Attached please find the shared services agreement between Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD for bus maintenance. The agreement was amended this year to clarify the allocation of expenses for de minimis items that might be owned or bought and paid for by Burnt Hills and used in connection with the provision of services for Scotia-Glenville (including, but not limited to, grease, nuts, bolts and various sprays). Burnt Hills does not charge us for these de minimis items.

As noted in the amendment, all other terms and conditions remain unchanged. As per the original agreement, all fees identified on page 2 (a, b, and c) will increase by 3 percent. The total cost for 2024-25 will be \$443,865.77.

The Burnt Hills Superintendent has signed the amendment. Please include this on the agenda for the March 25 Board of Education meeting. Once the Board approves, please countersign the agreement and return to my office. Thank you.

AG/cc

Attachment

pc: C. Bisailon

**AMENDMENT TO SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT
SHARED SERVICES AGREEMENT FOR BUS MAINTENANCE**

This AMENDMENT (the "Amendment") to the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT SHARED SERVICES AGREEMENT FOR BUS MAINTENANCE (the "Agreement") is made effective as of the 1st day of July, 2024, by and between the Scotia-Glenville Central School District, a public school district having an address of 900 Preddice Parkway, Scotia, New York 12302 ("Scotia-Glenville CSD"), and the Burnt Hills-Ballston Lake Central School District, a public school district having an address of 88 Lakehill Road, Burnt Hills, New York 12027 ("Burnt Hills-Ballston Lake CSD") (Scotia-Glenville CSD and Burnt Hill-Ballston Lake CSD are referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties desire to amend the Agreement to clarify the allocation of expenses for *de minimis* items that might be owned or bought and paid for by Burnt Hills-Ballston Lake CSD and used in connection with the provision of services to Scotia-Glenville CSD under the Agreement, but that are not separately charged to Scotia-Glenville CSD.

NOW, THEREFORE, in consideration of the foregoing promises, covenants and undertakings contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 5(d) of the Agreement is amended to add the following sentence to the end of that section: "The Parties agree that the cost of certain *de minimis* items including, but not limited to, grease, nuts, bolts, and various sprays, that are used by Burnt Hills-Ballston Lake CSD in providing the services to Scotia-Glenville CSD under the Agreement shall not be separately charged to Scotia-Glenville CSD, and that the cost of such items shall be deemed to be included in the set monthly fees for services paid by Scotia-Glenville CSD as set forth in the Agreement."

2. All other terms and conditions of the Agreement not specifically addressed by this Amendment shall remain unchanged.

3. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the meaning set forth in the Agreement.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment shall be binding upon, enforceable by and shall inure to the benefit of the successors of the parties.

5. This Amendment may be signed in multiple counterparts which, when taken together and signed by all Parties and delivered to any other Party hereto, shall constitute a binding agreement of the Parties. An e-mail (in pdf format) or photocopy signature on this Amendment shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment or have caused the same to be executed and delivered by their duly authorized representatives.

Scotia-Glenville Central School District

Burnt Hills-Ballston Lake Central School District

By: _____
Susan M. Swartz, Superintendent

By:  _____
Dr. Patrick McGrath, Superintendent