

TOWN OF WEST SENECA



BRIAN J. ADAMS
SUPERINTENDENT OF
HIGHWAY DEPARTMENT

TO: The Honorable Town Board
FROM: Brian Adams
DATE: December 7, 2021
RE: **Inter-Municipal Highway Shared Service Agreement**

Dear Honorable Town Board Members:

Please review the attached Inter-Municipal Highway Shared Services Agreement, like many other shared service agreements this is a great opportunity to continue working with surrounding towns to help and receive help in a time of need.

Please have the Supervisor sign and file the necessary paperwork.

Sincerely,

Brian Adams

Superintendent of Highways



ERIE COUNTY, NEW YORK

INTER-MUNICIPAL

HIGHWAY SHARED SERVICES AGREEMENT

AUGUST 2021

HIGHWAY SHARED SERVICES AGREEMENT

1. For purposes of this contract, the following terms shall be defined as follows:
 - “Agreement” shall mean the text of this agreement.
 - “Designated Filing Agent” shall mean the clerk of said municipality.
 - “Municipality” shall mean any Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with their respective municipal clerk.
 - “Shared Service” shall mean any service provided by one municipality for another that is consistent with the purposes and intent of this contract and shall include but not limited to:
 - i. The renting, exchanging, or lending of highway machinery, tools, and equipment with or without operators.
 - ii. The providing of a specific service.
 - iii. The maintenance of machinery or equipment.
 - “Superintendent” shall mean, in the case of a Town, the Town superintendent of highways; and, in the case of a Village, the superintendent of public works.
2. Each Municipality which has caused this Agreement to be executed agrees to bind itself to the terms of this Agreement and it will consider this contract to be applicable to any municipality who is also a party to this Agreement.
3. Every Municipality that is a party to this Agreement agrees to rent or exchange or borrow from any other Municipality who is a party to this Agreement any and all materials, machinery, and equipment, with or without operators, which it may need for legitimate municipal purposes. The determination as to whether such machinery, with or without operators, is needed by the Municipality for legitimate municipal purposes, shall be made by the Superintendent requesting such items. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual agreement of the respective highway superintendent.
4. The Municipality agrees to rent, exchange, or lend to any municipality any and all

materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or without operators, or material is available for renting, exchanging, or lending shall be made by the Superintendent who would be providing such items. In the event the Superintendent determines that it will be in the best interests of the Municipality to lend to another municipality, the Superintendent is hereby authorized to lend to another Municipality that is a party to this Agreement. The value of the material or supplies loaned to another Municipality under this agreement may be returned to the Municipality providing such items in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.

5. The Municipality agrees to repair or maintain machinery or equipment for any other Municipality under terms that may be agreed upon by the Superintendents of each Municipality.
6. An operator of equipment rented or loaned to another Municipality, when operating such equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
7. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for the purposes of workers' compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the Municipality owning the machinery and equipment.
8. The lending Municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.
9. Each Municipality shall remain fully responsible for its own employees, including, but not limited to, salary, benefits, and workmen's compensation.
10. In the event machinery or equipment is being operated by an employee of the owning Municipality is damaged or otherwise in need of repair while working for another Municipality, the Municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting Municipality, such Municipality shall be responsible for such repairs.
11. Any Municipality which is party to this Agreement may revoke such Agreement by filing a notice of such revocation with all other Municipalities that are a party to this Agreement. Upon the revocation of such Agreement, any outstanding obligations shall be submitted within thirty (30) days of such revocation.
12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be

consistent with the duties of such official and expenditures incurred shall not exceed the amount set forth in the Municipal budget for highway purposes.

13. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are party to this Agreement to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portions so modified or eliminated.
14. This Agreement shall remain in effect until terminated by each participating Municipality. If a participating Municipality revokes its participation in this Agreement, the Agreement shall remain effective between all other participating Municipalities.
15. No shared services shall be conducted by the Superintendent except with the Superintendent of a Municipality that has entered into this Agreement.
16. Additional Municipalities may enter into this Agreement after its effective date by signing the attached addendum. Once an additional Municipality signs the attached addendum, this Agreement shall be effective among and between all Municipalities who are a party to the Agreement once the addendum is delivered to the Designated Filing Agent for all other Municipalities.

ADDENDUM

IN WITNESS THEROF, the following Municipality has, by order of the Town Board or Village Trustees, caused these present to be subscribed by the Town Supervisor or Village Mayor, and the seal of the Town or Village to be affixed and attested by the Clerk thereof, this

day of , 20 .

Town or Village of

By:

Supervisor or Mayor, Town or Village of

Attest:

Town Clerk, Town or Village of