



TOWN OF ARKWRIGHT

Highway Shared Services Agreement with Town of Dunkirk

1. **Parties:** The Parties to this Agreement are the TOWN OF DUNKIRK, a municipal subdivision of the State of New York, having its principal office at 4737 Willow Road, Dunkirk, New York 14048, hereinafter referred to as "Dunkirk", and the TOWN OF ARKWRIGHT, a municipal subdivision of the State of New York with its principal office at 9543 Center Road, Fredonia, New York 14063, hereinafter referred to as "Arkwright".
2. **Term:** The Term of this Agreement will commence at the date of signing, once approved by both Town Boards. The Agreement will continue until the 31st day of December 2027. The Agreement may be renewed on an annual basis with the consent of Arkwright and Dunkirk.
3. **Cancellation:** Dunkirk or Arkwright may cancel this Agreement upon delivery of a 30-day written notice to the respective Town Supervisor. Additionally, should current Arkwright Highway Superintendent Lisa Waldron resign the position with Arkwright or lose an election in the Town of Arkwright, either Town Supervisor may elect to terminate this Agreement following the last day of employment of Superintendent Waldron.
4. **Purpose:** The purpose of this Agreement is to allow for shared services of Superintendent Waldron and respective Town Highway Departments to collectively support Dunkirk's approximately seven miles and Arkwright's approximately forty miles of highway. Additionally, shared services and work crews will be used to support each Town's respective assets (buildings and grounds, equipment, etc.) under the direction of the Superintendent Waldron. In the case of Dunkirk, the shared work crew will also support water and sewer repair efforts to the same extent as Dunkirk highway department has done in the past.
5. **Highway Superintendent:** The Highway Superintendent Position is elected in Arkwright. Superintendent Waldron shall remain an employee and official of Arkwright. The pay and benefits of the Superintendent Waldron in Arkwright will remain as defined by the Arkwright Town Board, consistent with NYS Election Law. Arkwright reserves the right to increase Superintendent Waldron's salary upon the execution of this Agreement. Individual employee insurance such as Workman's Comp, Disability and FMLA will be maintained under Arkwright's policy. The Town of Dunkirk will have no Highway Superintendent, either elected or appointed. The responsibilities of Superintendent Waldron will include, but not be limited to:
 - a. **Scheduling and Directing Work** for the combined crew and providing both Town Supervisors with a weekly work plan for all crew members. Superintendent Waldon will also be expected to develop a plan for winter plowing and de-icing assignments to ensure both Towns are properly serviced as required.
 - b. **Budget Preparation** for both Towns, including highway materials, fuel, sub-contract expectations, new equipment and maintenance needs for both highway and inland marine, garage needs

including equipment, tools and any required repairs to the physical plant, as well as any other expense budgeted under the respective Town's highway budget.

- c. **NYS CHIPS Program Submission** for both Towns. Superintendent Waldron shall be expected to stay current with other governmental programs and work with the respective Town Supervisor to acquire any available funds for Public Works.
 - d. **Attendance at the Respective Town Board Meetings** is expected, being prepared to discuss progress with the highway plan, any budget pressures or issues requiring Town Board support.
 - e. **Accounting for Manhours Spent Supporting Each Town Is Required.** For purposes of this document, the term **Hometown** will be used to describe the Town that employs the individual and **Remote Town** as the other Town in the agreement. Superintendent Waldron must keep a record of all Remote Town work, with date, employee, and man hours. This must be reported to each Supervisor monthly to gauge the fairness of the agreement and provide data if further negotiations are necessary. For example, working on a Dunkirk truck in the Arkwright shop by an Arkwright employee would be considered Remote Town Work.
6. **Employees:** The Highway Department workers will continue as employees of their respective Towns.. They will be expected to work, as directed, by Superintendent Waldron.
 7. **Use of Equipment:** The vehicles and equipment owned by each town will principally be used in That Town. It is not expected that Arkwright service vehicles will be regularly used in Dunkirk and vice versa. Normal sharing of equipment for highway repair or emergency needs, as is regularly done throughout Chautauqua County, will continue. Additionally, moving a piece of equipment requiring repair to the shop best suited to do that repair is an expected aspect of this Agreement. Superintendent Waldron will ensure that repair parts and supplies (fluids, etc.) will be charged to the account of the Town who owns the piece of equipment, regardless of where the repair takes place. If using parts or supplies from one Town's inventory to repair the other Town's equipment, Superintendent Waldron will voucher these at replacement cost and present to the Town of Arkwright Supervisor to either add or deduct, as appropriate, from the next quarterly invoice.
 8. **Independence:** The highway budgets of each town will remain independent. In addition to the statements in Section 7, Superintendent Waldron will keep track of any other materials, supplies or parts used to service a Remote Town. An accounting of these respective costs will be provided to the Arkwright Town Supervisor to credit or charge, as appropriate, the net difference in the quarterly invoice Arkwright provides to Dunkirk.
 9. **Insurance.** A worker in a Remote Town has full access and approval to use the Remote Town's highway equipment, shop facilities, inland marine equipment and tools provided the necessary training has taken place. The Town of Arkwright agrees to indemnify and hold the Town of Dunkirk harmless from any costs, damages, claims and expenses attributable to the negligence of any employee, officer, contractor or agent of the Town of Arkwright performing the services provided for under this Agreement. The Town of Dunkirk

agrees to indemnify and hold the Town of Arkwright harmless from any costs, damages, claims and expenses attributable to the negligence of any employee, officer, contractor or agent of the Town of Dunkirk performing the services provided for under this Agreement. Notwithstanding the above, each Town shall be responsible for the acts and omissions of its respective hourly employees. The Town of Arkwright shall carry General Liability with an Occurrence limit of at least \$1,000,000 and Auto Liability with a \$1,000,000 Combined Single Limit. The Town of Arkwright shall add the Town of Dunkirk as additional insured on the General Liability and Auto Liability. The Town of Dunkirk shall carry General Liability with an Occurrence limit of at least \$1,000,000 and Auto Liability with a \$1,000,000 Combined Single Limit. The Town of Dunkirk shall add the Town of Arkwright as additional insured on the General Liability and Auto Liability.

10. **Payment:** The Town of Dunkirk Agrees to Pay the Town of Arkwright Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) dollars annually to support this agreement. It is the intention of both parties to start the quarterly billing process in 2027. If the first invoice is for 2026 and the start date is other than October 1st, the 2026 invoice will be prorated to account for the actual start date.
11. **Shared Services:** Both Parties to this agreement participate in the Chautauqua County Shared Services Agreement. Nothing in this IMA is intended to either limit or expand such participation for either Town.
12. **Superintendent Waldron Confirmation:** The Town of Arkwright Highway Superintendent does hereby consent to provide such management and supervisory services as are described herein, as indicated by her signature below.

Signatures and Date:

Brian L. McAvoy Supervisor Town of Arkwright

Shari K. Miller Supervisor Town of Dunkirk

Lisa Waldron, Town of Arkwright Highway Superintendent