



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232

WWW.DOT.NY.GOV

JOAN McDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

December 23, 2014

Roger Folsom
Town of Fine
Highway Superintendent
P.O. Box 238
Fine, New York 13690

RE: Shared Services Agreement

Dear Superintendent Folsum;

Enclosed is a fully executed Shared Services Agreement, between the NYSDOT and the Town of Fine. You will note the agreement can not exceed \$10,000 and will not be sufficient to cover the entire winter. Therefore, I am executing this agreement for December 2014 and January 2015 to cover these two months. Another agreement will be executed for the February and March duration. Please feel free to contact me with any further concerns.

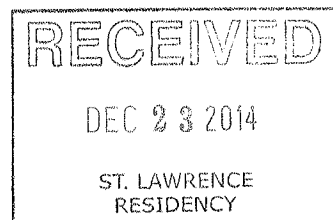
Sincerely,

A handwritten signature in black ink that reads "Ernest A. Olin II". The signature is written in a cursive style with a large, stylized "E" and "O".

Ernest A. Olin II
Resident Engineer
St. Lawrence County

Cc: John F. Cook, NYSDOT Regional Director of Operations, Region 7

SHARED SERVICES AGREEMENT
Between
NYS DOT and the Town of Fine, New York



THIS AGREEMENT, dated December 10, 2014, is between the People of the State of New York, hereinafter referred to as "State" or "NYS DOT" or "Recipient" and the Town of Fine, New York, hereinafter referred to as "Municipality" or "Provider". Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars. If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under the full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits, and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under the Agreement.
5. The term of this Agreement shall be for two (2) months. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYS DOT-Region 7

By: Ernest Olin II Date: 12/10/14

Resident Engineer-Ernest Olin II

St Lawrence County

By: John Cook Date: 12/18/14

Regional Director of Operations- John Cook

Municipality-Town of ^{Fine}Lawrence, NY

By: Roger Folsum Date: 12/12/14

Highway Superintendent-Roger Folsum

Town of Fine, NY

SCHEDULE A

NYSDOT

The NYSDOT will provide the following materials to the Town of Fine:

105 tons of Highway Bulk Rock Salt

Estimated Cost of Material (based on 2014 OGS Contract for Bulk Rock Salt)

\$9710.40

MUNICIPALITY

The Town of Fine will provide the NYSDOT:

The use of the Town Salt Storage Facility on the Oswegatchie Trail Road as a 24 hour, 7 day a week reload point for one NYSDOT plow truck for the months of December 2104 and January 2015.

Estimated Cost/Value of the Service, Equipment and Materials

\$9,889.53

Shared Services Town of Fine, New York

Total of NYSDOT Cost/Values:

Materials: Rock Salt (what we would owe the Town for receiving, stockpiling, storage and reloading)

105 tons @ \$92.48 per ton=.....	\$9710.40
NYSDOT Total.....	\$9710.40

Total Town of Fine Costs/Values:

Labor Rate from NYSDOL Prevailing Wage Rates, 7/1/2014, Operating Engineer Class B

Labor: Highway Equipment Operator	Regular.....\$34.92/hour
	Overtime.....\$52.38/hour

We only store roughly 125 tons of salt (max capacity) at the Town of Fine storage facility. NYSDOT personnel deliver the salt from the Cranberry Lake storage facility and the Town of Fine piles it. Historically, we can provide deliveries in a full, 8 hour day to fill the storage facility in Fine. The Town stores the salt and reloads the same 125 tons of salt on our plow trucks as needed over the next two month period of this agreement. Total salt handled by the Town would be 250 tons. We estimate it would take the Town 8 hours to receive and stockpile the salt. It is estimated that it would take the Town another 8 hours to load our trucks over the course of the two month period during Snow and Ice events.

Receiving and Stockpiling Salt= 8 hours X 34.92/hour	a. \$279.36
Regular Time Loading Hours 4 hours X \$34.92/hour=	b. \$139.68
OT Loading (50% of storms are after hours)	
4 hours X \$50.36/hour=.....	c. \$201.44

Equipment: Loader Rental from NYS OGS Stand by Equipment Rental Contract

John Deere 624	
- \$3325.00 per month for 2 months	d. \$6650.00
- Mobilize from Rental Vendor and return.....	e. \$ 660.00

(Loading Charges and Delivery based on \$1.34/mile @ 456 miles and \$25 load charge from Selkirk, NY Vendor, Robert Finke and Sons and permits)

-Fuel Use, 16 hours x 10 gal/hr x \$3.50/gallon B5 Diesel Fuel	f. \$560.00
Fuel is included in use of the loader and it is available for our use anytime.	

Salt Storage: Estimated from OBPA, \$2.00/ton/month

Say, on the average the Town will be storing 125 tons of rock salt for our use	
125 tons x \$2.00 x 2 months.....	g. \$500.00

SUB-TOTAL for items a. thru f. \$8990.48

TOWN OF FINE TOTAL to include 10% Overhead for Fuel escalation, Electricity, Maintenance/repairs to equipment and facilities and administration..... **\$ 9889.53**