

SNOW AND ICE CONTRACT

NIAGARA COUNTY ROADWAYS

At a Town Board meeting of the Town of _____, held on _____
_____, 20___, the following resolution was adopted;

Motion made by _____.

Motion seconded by _____.

WHEREAS, under Section 135-a of the Highway Law, the Town Board is empowered to enter into written contracts with the Commissioner of Public Works acting as County Superintendent of Highways for the removal of snow and the sanding and treatment of pavement for ice control purposes, for three (3) years; and

WHEREAS, such contracts have been negotiated by the Town Superintendent of Highways at the actual cost incurred by the Town per mile for removal of snow from County roads, and the control of ice at the actual cost incurred by the Town; therefore, be it, and it hereby is

RESOLVED, that the Town Highway Superintendent of the Town of _____ be empowered as an agent of the Town Board to enter into the attached Ice Control and Snow Removal Contracts with the Commissioner of Public Works acting as County Superintendent of Highways for a period of three (3) years.

RESOLUTION CARRIED.

I hereby certify that the above is a true and exact copy of a resolution contained in the minutes of the meeting of the Town Board of the Town of _____, Niagara County, New York, held on the _____ day of _____
_____, 20___.

Town Clerk

SNOW AND ICE CONTRACT

THIS CONTRACT MADE THIS _____ day of _____, 20__ by and between the Niagara County Commissioner of Public Works acting as Superintendent of Highways, Niagara County, New York, and _____ as Highway Superintendent of the Town of _____, Niagara County, New York;

WHEREAS, the Commissioner of Public Works, acting as the Niagara County Highway Superintendent, by virtue of Section 135-a of the Highway Law, and with the approval of the Niagara County Legislature, as expressed in Resolution _____, 20__, is authorized to enter into contracts with Town Superintendents of Highways for the performance of the work of control of snow and ice on County roads; and

WHEREAS, the Highway Superintendent of the Town of _____, is willing to perform the functions so delegated to him or her hereunder for the work of such control of snow upon such terms, as are herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties do agree as follows:

1. The term of this agreement shall be for three (3) years, beginning October 1, 2021. This agreement may be terminated by either party, provided that a minimum of fourteen (14) months notice be provided in writing. The parties may elect to extend this agreement for up to one (1) additional year, with said extension to be agreed to in writing. If a new agreement between the County and Town is not in place by October 1, 2024, and has not been earlier terminated by a party as above stated this agreement will continue for one (1) additional year.
2. The Town shall clear such County roads of snow and ice within the boundaries of Niagara County as may be designated by the County Superintendent to the extent that the County Superintendent may deem necessary to provide reasonable passage and movement of vehicles over such County roads.
3. The Commissioner of Public Works, acting as County Superintendent of Highways, herein referred to as "County Superintendent" is the representative of the County of Niagara in carrying out the provisions of this agreement.
4. The Town Superintendent of Highways is the representative of the Town and shall be in responsible charge and supervision of the performance of the work under this agreement, provide the necessary machinery, tools and equipment to perform the terms of this agreement, and provide the necessary personnel and supplies to operate such machinery,

tools and equipment; provided, however, the County Superintendent may furnish for use, under this agreement, materials and equipment as he/she may deem desirable and to the best interests of the public.

5. The Commissioner of Public Works, acting as County Superintendent of Highways, shall furnish the Town Superintendent with a suitable map of the Town, which shall delineate the County roads within the boundaries of the Town and shall show distinctively the County roads or parts thereof that are affected by this agreement.
6. The Town Superintendent shall furnish to the County Superintendent an operational plan which shall be submitted to the County no later than October 1st of each year and shall consist of the following: (1) Certified fringe benefit rates incurred. Certified fringe benefit rates should be furnished for straight time labor, and for labor charged on an overtime basis. If the Town is unable to provide a certified fringe benefit rate, none shall be charged; (2) Equipment list and rental rates (using the most recently published NYSDOT rates); (3) Material rates; (4) employee labor rates at the beginning of each season, and at anytime that said rates change for any reason. The Operational Plan should also explain labor shifts (union contract or town agreement) that the Town operates under and when, how overtime is computed and under what circumstances.
7. Whenever directed by the County Superintendent, the Town Superintendent shall include in the work delegated to be performed under this agreement, some roads and bridges that cross into an adjacent town.
8. The County Superintendent may stop, by written order, any work or any part of the work under this agreement, if the methods or conditions are such that the County Superintendent deems them to be unsatisfactory and not for the best interests of the public, and the County Superintendent shall thereupon complete the work in such manner as in his/her judgment shall be for the best interests of the public.
9. The County of Niagara agrees to advance for the year, 67% of the average of the Town's last ten (10) years of reimbursements. For each season, the County will advance 67% of the said average, with 33.5 % being paid by October 15th and 33.5 % being paid by February 15th. After completion of the snow season, the actual cost for ice control shall be calculated by April 15th for the Town, and if the actual cost exceeds the advance, payment will be issued by June 15th. However, if the actual cost is less than the advance, no amount shall be deducted from the Town's October advance for the next snow season. If the payments are late without fault of the Town, interest shall be paid by the County at 9% per annum.

To qualify for interim and final payments, Towns must submit complete and properly executed itemized invoices with proper documentation (see item #10) to request payment. When total billings for time and material agreements exceed the annual estimated expenditure by 15% or more; reasonable justification must be submitted by the Town Superintendent.

The County retains the right to conduct audits of the municipal snow and ice agreement, when deemed necessary by the County Superintendent. Exceptions identified during the audit process will be recovered from the next scheduled payment(s).

10. In consideration of the performance by the Town, the County agrees to pay the Town, during the term of this agreement, the actual cost incurred by the Town for the removal of snow on County roads pursuant to this agreement, and actual cost incurred for the spreading of salt and abrasives deemed necessary to alleviate ice conditions on the roads plowed by the Town. For cost-related benefits and environmental concerns (along with any related insurance benefits), Towns are encouraged to utilize electronic controls that govern the application rates of salt and abrasives on County Highways. To the extent it may be helpful, the County will work with the Towns to demonstrate the benefits of said electronic controls currently utilized by the County's equipment. Eligible expenses are as defined in the "Municipal-State Agreement for Control of Snow and Ice on State Highways" provided by the NYSDOT (latest edition). Payment for snow and ice control is to be made only upon presentation of certified cost records for rental of equipment, labor and materials unless such sums shall be hereafter adjusted pursuant to a supplemental agreement and proof of paid Umbrella insurance coverage. The County reserves the right to request any additional documentation. Rental of equipment to be at the rate calculated from the latest Equipment Rental Rate Schedule as published by the New York State Department of Transportation.
11. This agreement shall bind the successors, assigns and representatives of the parties hereto and shall not take effect unless approved by the legislative bodies of the County of Niagara and of said Town.
12. The Town agrees to indemnify the County, their officers, agents and employees, and shall indemnify and hold them harmless from any and all liability including costs and attorney fees resulting from or arising out of the work and/or service performed by the Town, or its subcontractors, under this contract; provided, however, that the Town shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County, the County's contractors, or other third parties over whom the Town has no authority or control. Nothing in this paragraph

shall require payment by the Town of the County's attorney fees if the County chooses to employ attorneys to incur other expenses in connection with litigation or claims for which the Town is responsible under this agreement.

The County shall make no settlement of any claim without consent of the Town and the Town shall make no settlement without also settling on behalf of the County. The Town shall litigate and defend any claim made of the County in and for injury or property damage or other claim which could result in the liability of the County, and the County shall promptly notify the Town in writing of any such claim.

13. The Town shall provide the County with a Certificate of Insurance each year. This Certificate shall show the County as additionally insured. The County will pay any additional cost for naming the County as "additionally insured."
14. Appendix A herein is made a part hereof as if fully set forth herein, which is a copy of each form that exists at the start of this agreement that is to be used by the parties.
15. In additional consideration for the Town's obligation pursuant to paragraph 12 hereof, the County shall pay to the Town the cost of an increased or present "umbrella" policy (if no existing "umbrella" policy then the increase of present liability policy) whichever is a lower premium for coverage for municipal general liability in the amount of \$5 million per occurrence. The additional consideration shall be the actual amount paid, substantiated by a copy of the policy and appropriate documentation, by the Town to its current insurance carrier.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

COUNTY OF NIAGARA, NEW YORK

By _____
Chairman, Niagara County Legislature

TOWN OF _____

By _____
Superintendent of Highways

Approved by

By _____
Commissioner of Niagara County Public Works Department

STATE OF NEW YORK
COUNTY OF NIAGARA

SS:

On this _____ day of _____ in the year of 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in the _____, New York; that he/she is the Commissioner of Public Works, acting as Superintendent of Highways of the County of Niagara, New York, the person described in and who executed the above instrument; that it was so executed by order of the County Legislature of said County, and that he/she signed his/her name therefore by like order.

Notary Public

STATE OF NEW YORK
COUNTY OF NIAGARA

SS:

On this _____ day of _____ in the year of 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in the Town of _____, New York; that he/she is the Town Superintendent of Highways of the Town of _____, New York, the person described in and who executed the above instrument; that it was so executed by order of the Town Board of said Town, and that he/she signed his/her name therefore by like order.

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF NIAGARA

On this _____ day of _____ in the year of 20___, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in the Town of _____ New York; that he/she is the Chairman of the Legislature of the County of Niagara, New York, the person described in and who executed the above instrument; that it was so executed by order of the County Legislature of said County, and that he/she signed his/her name therefore by like order.

Notary Public

APPENDIX A

1. Daily Snow & Ice Ticket
2. Snow & Ice Cost Breakdown for County Roads - Monthly Summary
3. Snow & Ice Cost Breakdown for County Roads – Employee Cost Breakdown
4. Snow & Ice Cost Breakdown for County Roads – Equipment Cost Breakdown
5. Snow & Ice Cost Breakdown for County Roads – Materials Cost Breakdown
6. Equipment List and Rental Rates
7. Reimbursement Rate for Salt/Ice Ban Mixture Calculation
8. Niagara County Voucher
9. Employee Fringe Benefits and Leave Additives Worksheet
10. Employee Leave Accrual Collection Form

Town of Hartland Highway Dept.

8940 Ridge Road

Gasport, NY 14067

Snow & Ice Ticket

Contains Road Types
State County Town

Ticket #	Work Date	Storm Id	Subcontractor	State	County	Town
HAR-004885	12/02/2020			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Operators

Title	First Name	Last Name	M.I.	Pay Rate	OT Rate	Start	End	Hrs.	OT-H	OT-C	Employee Id
Truck Driver				G				3	0	0	64
MEO				A				3	0	0	65
Laborer				S				3	0	0	68

Routes

Road Id	Road Type	Mi.	Activity	Class	Event	Condition	Clock Time Start	Clock Time Finish	Material Breakdown Code	Ratio	Qty.
COUNTY ROADS		Total Mi.: 0	Beat #:								
COUNTY ROADS	COUNTY	0	J01	67					17-SB	5	

Equipment

Equip. Id	Description	Rate	Odometer Begin	Odometer End	License Plate #
0028-SP	DUMP TRUCK, 2013 KENWORTH	Total Rate:			Hrs. Used: 3
T 0028	TRUCK, 2013 KENWORTH W/DUMP B				AH1769
AC	AUTO SP CON				
P	ONE WAY PLO				
R2	RADIO 2WAY				
LD	SADDLE TANK				
W	DE WING PLO				
S	TRD TRUCK 10				
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTL	Total Rate:			Hrs. Used: 3
T 0047	2009 Freightliner, Ex-Military from Ger				AW2405
AC	AUTO SP CON				
P	ONE WAY PLO				
R2	RADIO 2WAY				
LD	SADDLE TANK				
W	DE WING PLO				
S	TRD TRUCK 10				
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER	Total Rate:			Hrs. Used: 3
T 0050	2008 Freightliner M916A3, ex-military,				AY6070
AC	AUTO SP CON				
P	ONE WAY PLO				
R2	RADIO 2WAY				
LD	SADDLE TANK				
W	DE WING PLO				
S	TRD TRUCK 10				

Materials

Code	Description	Qty.	Ratio	Unit	Rate
17-SB	SALT/ICE BAN 30/70 MIX W/	5		TON	

Comments:

Town of Hartland Highway Dept.

8940 Ridge Road

Gasport, NY 14067

Snow & Ice Cost Breakdown from 12/01/2020 to 12/31/2020
for County Roads

Employee Cost Breakdown

Title	Employee / Operator	Pay Rate	OT Rate	Normal Hours	OT Hours	OT Callout	
MEO II				✓ 0	0	2	\$84.10
Truck Driver				✓ 9	0	12	\$707.73
Truck Driver				DOT	0	4	\$209.68
MEO				✓ 19	0	12	\$985.37
MEO				✓ 0	0	4	\$213.04
Laborer				✓ 12	0	12	\$706.20
Laborer				✓ 0	0	4	\$188.32
MEO II				✓ 0	0	4	\$168.20
MEO II		\$20.00	\$30.00	✓ 0	0	4	\$224.24

Employee Totals: \$69,275.68 40 0 58 \$3,486.88

Equipment Cost Breakdown

Equipment Id	Description	Hr. Rate	Hrs.	
0001			3	\$53.43
0002			3	\$53.43
0003-SP			2	\$196.64
0007-SP			7	\$688.24
0028-SP			24	\$2,359.68
0047-SP			31	\$3,047.92
0050-SP			24	\$2,359.68

Equipment Totals: \$8,759.02

Materials Cost Breakdown

Material Code	Description	Qty.	Ratio	Unit	Rate	
17-SB				TON		\$9,683.70

Materials Totals: \$9,683.70

Grand Total: \$21,929.60

Town of Hartland Highway Dept.

8940 Ridge Road

Gasport, NY 14067

Snow & Ice Cost Breakdown from 12/01/2020 to 12/31/2020
for County Roads

Employee Cost Breakdown

Title	Employee / Operator	Pay Rate	OT Rate	Normal Hours	OT Hours	OT Callout	
	HAR-004885 12/2/2020						
Truck Driver				3	0	0	\$78.63
MEO				3	0	0	\$79.89
Laborer				3	0	0	\$70.62
	HAR-004887 12/2/2020						
MEO II				0	0	2	\$84.10
Truck Driver				0	0	2	\$78.64
MEO				0	0	2	\$79.90
Laborer				0	0	2	\$70.62
	HAR-004889 12/9/2020						
Truck Driver				2	0	0	\$52.42
MEO				2	0	0	\$53.26
Laborer				2	0	0	\$47.08
	HAR-004909 12/17/2020						
Truck Driver				0	0	3	\$117.96
MEO				0	0	3	\$119.85
Laborer				0	0	3	\$105.93
	HAR-004912 12/17/2020						
Truck Driver				4	0	0	\$104.84
MEO				4	0	0	\$106.52
Laborer				4	0	0	\$94.16
	HAR-004913 12/18/2020						
MEO				3	0	0	\$79.89
	HAR-004915 12/21/2020						
Truck Driver				0	0	2	\$78.64
MEO				0	0	2	\$79.90
Laborer				0	0	2	\$70.62
MEO II				0	0	2	\$84.10
	HAR-004917 12/25/2020						
Truck Driver				0	0	4	\$209.68
MEO				0	0	4	\$213.04
Laborer				0	0	4	\$188.32
MEO II				0	0	4	\$224.24
	HAR-004919 12/28/2020						
Truck Driver				0	0	2	\$78.64
MEO				0	0	2	\$79.90
Laborer				0	0	2	\$70.62
MEO II				0	0	2	\$84.10
	HAR-004921 12/26/2020						
Truck Driver				0	0	3	\$117.96
MEO				0	0	3	\$119.85
Laborer				0	0	3	\$105.93
	HAR-004923 12/29/2020						
MEO				4	0	0	\$106.52



Town of Hartland Highway Dept.

8940 Ridge Road

Gasport, NY 14067

Snow & Ice Cost Breakdown from 12/01/2020 to 12/31/2020
for County Roads

Equipment Cost Breakdown

<u>Equipment Id.</u>	<u>Description</u>	<u>Hr. Rate</u>	<u>Hrs.</u>	
HAR-004885 12/2/2020				
0028-SP	DUMP TRUCK, 2013 KENWORTH		3	\$294.96
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		3	\$294.96
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		3	\$294.96
HAR-004887 12/2/2020				
0003-SP	Dump, 2014 Kenworth T880		2	\$196.64
0028-SP	DUMP TRUCK, 2013 KENWORTH		2	\$196.64
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		2	\$196.64
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		2	\$196.64
HAR-004889 12/9/2020				
0028-SP	DUMP TRUCK, 2013 KENWORTH		2	\$196.64
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		2	\$196.64
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		2	\$196.64
HAR-004909 12/17/2020				
0028-SP	DUMP TRUCK, 2013 KENWORTH		3	\$294.96
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		3	\$294.96
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		3	\$294.96
HAR-004912 12/17/2020				
0028-SP	DUMP TRUCK, 2013 KENWORTH		4	\$393.28
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		4	\$393.28
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		4	\$393.28
HAR-004913 12/18/2020				
0002	Pickup, 2004 Chevy Silverado Crew Cab 4x4		3	\$53.43
HAR-004915 12/21/2020				
0007-SP	DUMP TRUCK, 2006 STERLING LT9500		2	\$196.64
0028-SP	DUMP TRUCK, 2013 KENWORTH		2	\$196.64
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		2	\$196.64
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		2	\$196.64
HAR-004917 12/25/2020				
0007-SP	DUMP TRUCK, 2006 STERLING LT9500		3	\$294.96
0028-SP	DUMP TRUCK, 2013 KENWORTH		3	\$294.96
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		3	\$294.96
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		3	\$294.96
HAR-004919 12/26/2020				
0007-SP	DUMP TRUCK, 2006 STERLING LT9500		2	\$196.64
0028-SP	DUMP TRUCK, 2013 KENWORTH		2	\$196.64
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		2	\$196.64
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		2	\$196.64
HAR-004921 12/26/2020				
0028-SP	DUMP TRUCK, 2013 KENWORTH		3	\$294.96
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		3	\$294.96
0050-SP	DUMP/PLOW, 2008 FREIGHTLINER		3	\$294.96
HAR-004923 12/29/2020				
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		4	\$393.28
HAR-004925 12/29/2020				
0047-SP	DUMP/PLOW TRUCK, 2009 FREIGHTLINER I		3	\$294.96

Town of Hartland Highway Dept.

8940 Ridge Road

Gasport, NY 14067

Snow & Ice Cost Breakdown from 12/01/2020 to 12/31/2020
for County Roads

HAR-004927	12/30/2020	
0001	Pickup, 2014 Ford F250 4x4	3

Equipment Totals:

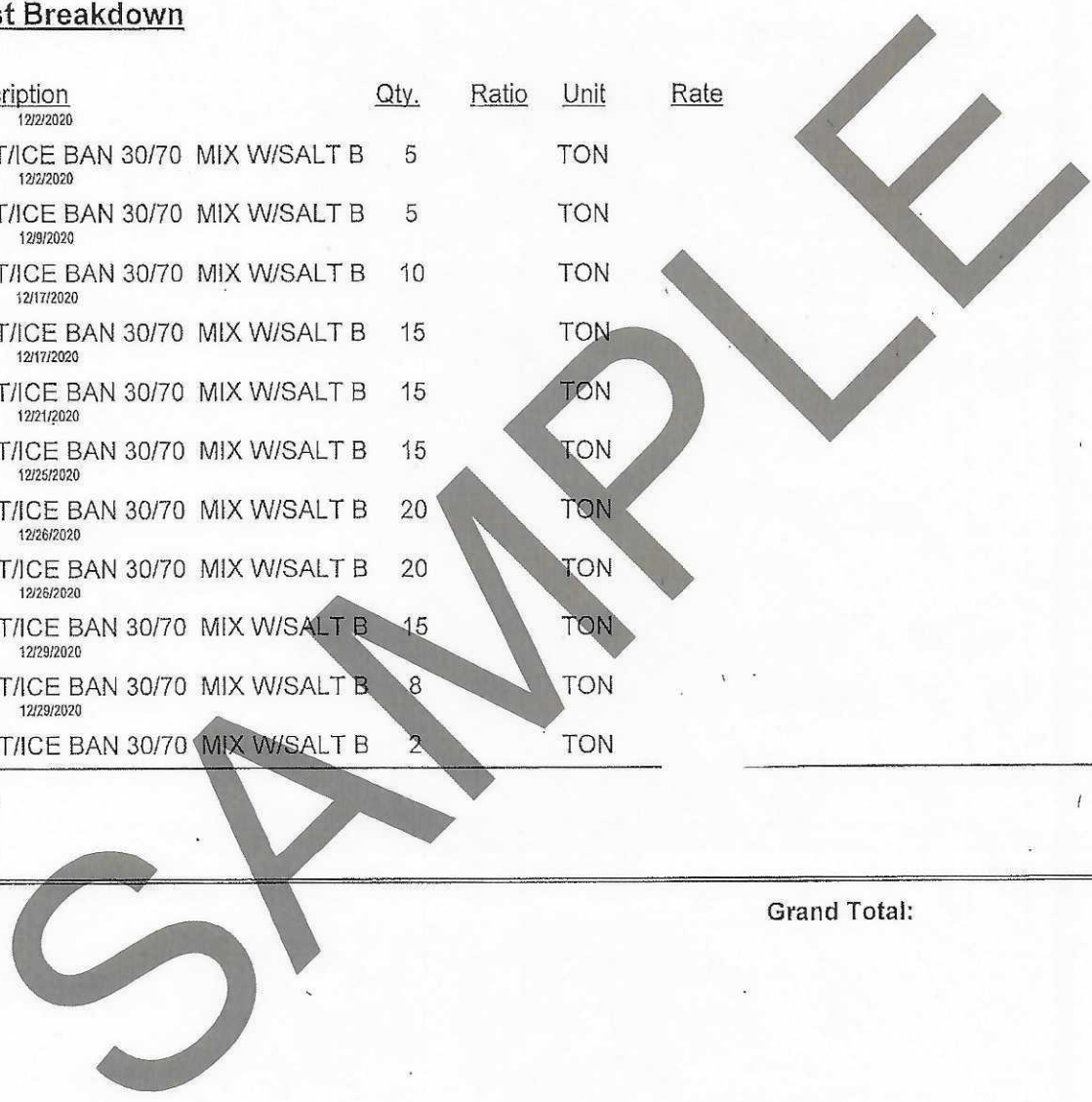
\$8,759.02

Materials Cost Breakdown

Material					
Code	Description	Qty.	Ratio	Unit	Rate
HAR-004885	12/2/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	5		TON	
HAR-004867	12/2/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	5		TON	
HAR-004889	12/9/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	10		TON	
HAR-004909	12/17/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	15		TON	
HAR-004912	12/17/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	15		TON	
HAR-004915	12/21/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	15		TON	
HAR-004917	12/25/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	20		TON	
HAR-004919	12/26/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	20		TON	
HAR-004921	12/26/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	15		TON	
HAR-004923	12/29/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	8		TON	
HAR-004925	12/29/2020				
17-SB	SALT/ICE BAN 30/70 MIX W/SALT B	2		TON	

Materials Totals:

Grand Total:



Town of Hartland Highway Dept.

8940 Ridge Road

Gasport, NY 14067

Snow & Ice: Equipment List and Rental Rates

Equipment Id	Description	Total Hr. Rate	
Eq. Code	Component Id	Component Description	Hr. Rate License Plate #
0001		Pickup, 2014 Ford F250 4x4	
A	0001	Pickup, Ford F250 with utility body	AH1771
R2	RADIO 2WAY	2-WAY RADIO	
0002		Pickup, 2004 Chevy Silverado Crew Cab 4x4	
A	0002	Pickup, 2004 Chevy Silverado Crew Cab 4x4	AH1780
R2	RADIO 2WAY	2-WAY RADIO	
0003-P		Dump, 2014 Kenworth T880	
T	0003	Dump, 2014 Kenworth T880 with Tenclo plow, Brandon	AA9628
P	ONE WAY PLO	ONE WAY PLOW	
R2	RADIO 2WAY	2-WAY RADIO	
W	SIDE WING PL	SIDE WING PLOW	
0003-S		Dump, 2014 Kenworth T880	
T	0003	Dump, 2014 Kenworth T880 with Tenclo plow, Brandon	AA9628
AC	AUTO SP CON	AUTO SPREADER CONTROL	
R2	RADIO 2WAY	2-WAY RADIO	
LD	SADDLE TANK	SADDLE TANK SYSTEM TRK MOUNTED	
S	SPRD TRUCK	TRUCK SPREADER OVER 10	
0003-SP		Dump, 2014 Kenworth T880	
T	0003	Dump, 2014 Kenworth T880 with Tenclo plow, Brandon	AA9628
AC	AUTO SP CON	AUTO SPREADER CONTROL	
P	ONE WAY PLO	ONE WAY PLOW	
R2	RADIO 2WAY	2-WAY RADIO	
LD	SADDLE TANK	SADDLE TANK SYSTEM TRK MOUNTED	
W	SIDE WING PL	SIDE WING PLOW	
S	SPRD TRUCK	TRUCK SPREADER OVER 10	
0004		Pickup, 2014 Ford F250 4x4	
A	0004	PICKUP, 2017 FORD F150 4X4 CREW CAB	AW1323
R2	RADIO 2WAY	2-WAY RADIO	
0005-LIQ		Utility, 1995 Chevy with Liq. Dist.	
A	0005	Utility, 1995 Chevy 3HD, 1-ton	AH1781
LD	LIQ. DIST. SYS	SLIP-IN 600 GAL. LIQ - MANUAL	
R2	RADIO 2WAY	2-WAY RADIO	
0007-P		DUMP TRUCK, 2006 STERLING LT9500	
T	0007	Dump, 2006 Sterling LT9500 with Epoke SH4400 Siriu	AH1783
P	ONE WAY PLO	ONE WAY PLOW	
R2	RADIO 2WAY	2-WAY RADIO	
W	SIDE WING PL	SIDE WING PLOW	
0007-S		DUMP TRUCK, 2006 STERLING LT9500	
T	0007	Dump, 2006 Sterling LT9500 with Epoke SH4400 Siriu	AH1783
AC	AUTO SP CON	AUTO SPREADER CONTROL	
R2	RADIO 2WAY	2-WAY RADIO	
LD	SADDLE TANK	SADDLE TANK SYSTEM TRK MOUNTED	
S	SPRD TRUCK	TRUCK SPREADER OVER 10	
0007-SP		DUMP TRUCK, 2006 STERLING LT9500	
T	0007	Dump, 2006 Sterling LT9500 with Epoke SH4400 Siriu	AH1783
AC	AUTO SP CON	AUTO SPREADER CONTROL	
P	ONE WAY PLO	ONE WAY PLOW	
R2	RADIO 2WAY	2-WAY RADIO	

TOWN OF HARTLAND
2020 - 2021 Snow Season
Reimbursement Rate for Salt/Ice Ban 30/70 Mixture
Pre-wet with Salt Brine at Spinner

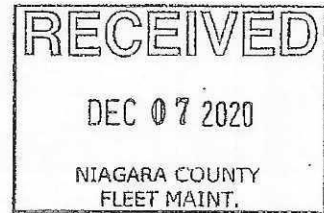
<u>Product</u>	<u>Quantity</u>	<u>Unit cost</u>	<u>Total</u>
Salt (in Tons)			
Ice Ban 30/70 De-Icing Liquid) (in gallons)			
Mixing charge (.\$15/gallon)			
Stockpiling Salt (mixing - 300 Ton)			
Loading Salt(for distribution- 300 Ton)			
Storage Salt(300 Ton)			
Salt Brine (in gallons) 8 gal/ton of salt			
Loading liquids (in gallons) 8 gal/ton of salt			

Total cost of 300 Ton of Mix

*Cost per Ton

*This rate is in effect as of 11/1/20 and does not include the cost for liquid storage.
 Liquid storage will be billed as a separate annual charge as per NYSDOT guidelines.

SAMPLE





**NIAGARA COUNTY
LOCKPORT, NEW YORK 14094**

Remit To: _____ Charge To Dept DPW - Highway Division

Address: _____

 Niagara County is exempt from New York State Sales and Federal Taxes

VOUCHER NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT
			<input type="checkbox"/> 20__ - 20__ Snow & Ice 1st Advance Payment*	
			<input type="checkbox"/> 20__ - 20__ Snow & Ice 2nd Advance Payment*	
			<input type="checkbox"/> 20__ - 20__ Snow & Ice Final Payment*	
			<input type="checkbox"/> 20__ - 20__ Snow & Ice Umbrella Insurance Payment**	
			*pursuant to paragraphs #1 and #9 of the 2016-2019 Snow & Ice Contract	
			**pursuant to paragraph #15 of the 2016-2019 Snow & Ice Contract	

I, _____ Pursuant to the provisions of Sections 369 of the County Law of The State of New York, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were actually delivered or rendered to or for the County of Niagara on the dates stated; that the prices charged therefore are reasonable and just, that no perquisites, commissions or allowances of any kind, other than as stated in the said account, have been or will be paid directly or indirectly, in consideration of the procurement of said items or services; that no part has been paid or satisfied; that taxes, from which the County is exempt, are not included; and that the amount is claimed is actually due.

Claimant Signature _____ Date _____

COUNTY OFFICE USE ONLY						
AUDIT BY	VENDOR NO.	ACCT NO.	FUND	DEPT	AMT	CHECK DATE
		74725.04	D.15	5142.000		

I HEREBY CERTIFY, That the merchandise, materials or articles enumerated in the above account have been received, and the services specified performed; that they were necessary for and have been, or will be applied to the use of the above department.

Department Head Signature _____ Date _____
 NC 25 CLAIM VOUCHER (rev. 5/10/02)

Town of
 Employee Fringe Benefits and Leave Additives Worksheet
 *For Rate Effective **January 1, 2022**

FRINGE RATE
PERCENTAGE

1. Social Security Rate (including Medicare Supplement) = 7.65% (1)

2. Retirement (Attach one copy of your NYS Retirement System "Annual Invoice" for the **2021** Fiscal Year:

(A) Amount Due on 12/15/2021 (prepay) or 2/1/2022 (A)
 (B) Total Town/Village Salaries FY ending 3/31/2021 (B)
 (C) Divide (A) by (B) = Retirement Rate = #DIV/0! (2)

3. 2020

(A) **2021** Highway Department Contribution to Insurance (A)
 (B) **2021** Highway Salary Base (B)
 (C) Divide (A) by (B) = Hospitalization Rate = #DIV/0! (3)

4. Number of Days provided by Town/Village Leave Rules for **2022** (averages from attached "Leave Accrual Collection Form"):

(A) Personal Leave (A) #DIV/0!
 (B) Holidays (B) #DIV/0!
 (C) Sick Leave (to 13 days maximum accrual) (C) #DIV/0!
 (D) Vacation (see tab below "leave accrual") (D) #DIV/0!
 Sum of (A), (B), (C) and (D) Divided by 260 = #DIV/0! (4)
 (Attach a copy of labor agreement and personnel policies)

5. Workers' Compensation Rate = 3.25% (5)

6. Total Rate = #DIV/0!

*The rate developed from the data submitted will be effective January 1, **2022**, for use during the **2022** calendar year. The rates will be updated at the beginning of subsequent years.

Full Time Regular = (1 + 2 + 3 + 4 + 5) #DIV/0!
 Full Time Overtime = (1 + 2 + 5) #DIV/0!
 Part Time Regular = (1 + 5) 10.90%
 Part Time Overtime = (1 + 5) 10.90%

Prepared by: _____ Date: _____ Phone: _____

Reviewed by NC: _____ Date: _____

**Town of
LEAVE ACCRUAL COLLECTION FORM**

NAME (alpha)	CIVIL SERVICE TITLE	2020 ACCRUALS (DAYS PER YEAR)			
		PERSONAL LEAVE	HOLIDAYS	SICK LEAVE	VACATION
# of Employees:					
TOTAL ACCRUALS:		0	0	0	0
TOTAL EMPLOYEES:		0	0	0	0
AVERAGE (from each column above):					
accrual ÷ # of employees)					

NOTE: DO NOT INCLUDE HIGHWAY SUPERINTENDENT OR HIGHWAY ADMIN/CLERICAL EMPLOYEES

Requirements for Construction and Public Works Contractors

Indemnification and Hold Harmless Clause

Any contract, prior to signature, must include a clause/section wherein "defense, indemnity and hold harmless" provisions in form and content reviewed and approved by the County Attorney are included in protecting the County's interest.

Such clause acceptable to the County of Niagara would be the following:

"The Contractor agrees to defend and indemnify the County of Niagara, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Contractor, or its sub contractor, under this contract; provided, however, that Contractor shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's contractors, over whom Contractor has no authority or control."

The Contractor by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this contractor agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.

Insurance and Certificate Requirements

Each and every contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect the County's interest and/or as evidence of compliance with New York State law.

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the County of Niagara, that it has procured and will maintain, at its own expense, until final acceptance of the work or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The County of Niagara is defined as Niagara County, its agents, officers and employees.

A Certificate of Insurance acceptable to the County of Niagara must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the County of Niagara.
- Name the certificate holder as County of Niagara, 111 Main Street, Suite 102, Lockport, NY 14094.
- Name the County of Niagara, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Niagara County Director of Risk Management, 111 Main Street, Lockport, NY 14094.

- Insurance carriers should be admitted in the State of New York, unless an exception is approved by Niagara County.
- The Certificate of Insurance shall be submitted to the Niagara County Office of Risk Management for compliance review, approval and retention at least thirty (30) days prior to the start of work.

SPECIFIC INSURANCE REQUIREMENTS: The following are the minimum insurance types, documentation and limits acceptable to the County of Niagara:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS

For
Construction and Public Works Contractors

<u>Coverage and Documents</u>	<u>Limits</u>
A. Commercial General Liability (CGL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
B. Auto Liability	\$1,000,000 Combined Single Limit
C. Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate
D. Workers' Compensation and Employers Liability <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
E. Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits
F. Certificate of Professional Liability Insurance (When Necessary)	\$1,000,000 Occurrence or Claim \$2,000,000 General Aggregate
G. Owners and Contractors' Protective (OCP)	\$1,000,000 Occurrence \$2,000,000 General Aggregate