



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

KENNETH M. BIBBINS, P.E.
Regional Director

December 23, 2024

Town of Leray
8650 LeRay Street
Evans Mills, NY 13637
Attn: Leland Carpenter
Town Supervisor

Dear Mr. Carpenter:

The New York State Department of Transportation is committed to assisting our Municipal partners in responding to emergencies that affect the transportation system. In the instance a local Highway System is impacted by an event, NYSDOT forces can normally only offer assistance when a Governor's Emergency Declaration has been made.

In the absence of a Governor's Emergency Declaration and/or suspension of Highway Law §55, NYSDOT forces can assist local Municipalities with issues on the local Highway System if a Shared Services Agreement has been entered into between the Municipality and New York State. By executing an Agreement beforehand, emergency needs on your Highway System can be addressed without having to wait for paperwork to be processed or an Emergency Declaration to be enacted.

You currently have an Emergency Shared Service Agreement which has expired, or will expire in 2025.

In order to have continued coverage of said agreement, we are inviting you to renew at this time. A new blank Shared Services Agreement form is attached. On page one under Item #4, please check your preferred term of agreement (check box 2- or 4-year), the start & end dates, then sign and date under the "MUNICIPALITY" at the bottom of the page. Schedule A on Page 2 should be left blank, as the emergency event would dictate what information is placed here.

Please return the signed Agreement to me at the following address:

New York State Department of Transportation
ATTN: Mark Catalina, 9th Floor
Dulles State Office Building
317 Washington St.
Watertown, NY 13601

Once all signatures have been made an executed copy will be returned for your records.

If you have any questions on this matter, please feel free to contact me at:

Phone: (315) 221-5424

Email: Mark.Catalina@dot.ny.gov

Sincerely,

A handwritten signature in blue ink that reads "Mark Catalina". The signature is written in a cursive style with a large, stylized initial "M".

Mark Catalina, P.E.T.
Operations Division, Region 7

Enclosure: Emergency Shared Service Agreement

SHARED SERVICES AGREEMENT
Between
NYSDOT and the Town of Leray

THIS AGREEMENT, dated [redacted], 20[redacted], is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of Leray, hereinafter referred to as "Municipality." 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. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). 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 twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under 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 defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) or four (4) years from [redacted] to [redacted]. 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.

NYSDOT – Region 07

By: _____ Date: _____
Rebecca Swartzentruber
Jefferson County Resident Engineer

MUNICIPALITY

By: [redacted] Date: [redacted]
Title: [redacted]

NYSDOT – Region 07

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency Services for Undeclared Emergencies to be Determined

Estimated Cost/Value of services, materials, or equipment (Check All that apply):

To Be Determined

Total NYSDOT Cost/Value: _____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be Determined

Estimated Cost/Value of services, materials, or equipment (Check All that apply):

To Be Determined

Total MUNICIPALITY Cost/Value: _____