

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: DOT Emergency Shared Service Agreement

Date: 1/27/2025

DEPT OF ORIGIN: Village Manager

Bill # 9-2025

DATE SUBMITTED: 1/17/2025

EXHIBITS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

Resolution to authorize the Village Manager sign an emergency shared service agreement with the Department of Transportation

MOVED BY: Scollin SECONDED BY: White

VOTE ON ROLL CALL:

MAYOR WILLIAMS yes

TRUSTEE BRUNETTE yes

TRUSTEE RYAN yes

TRUSTEE SCOLLIN yes

TRUSTEE WHITE yes



# Department of Transportation

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**KENNETH M. BIBBINS, P.E.**  
Regional Director

December 23, 2024

Village of Saranac Lake  
39 Main Street 2nd Floor  
Saranac Lake, N.Y. 12983  
Attn: Bachana Tsiklauri  
Village Manager

Dear Mr. Tsiklauri:

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, 9<sup>th</sup> 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](mailto: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 Village of Saranac Lake**

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 Village of Saranac Lake, 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: \_\_\_\_\_  
Ryan Davies  
Acting Franklin 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: \_\_\_\_\_