NEW YORK STATE | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ELIZABETH PARMLEY, P.E.
Regional Director

10/26/2026

Ken Svitak, Highway Supertintendent
Town of Lysander
2730 West Entry Road
Baldwinsville, NY 13027

RE: SHARED SERVICE AGREEMENT
EMERGENCY ASSISTANCE

Dear Highway Supertintendent Svitak,

Our current Shared Services Agreement (SSA) is scheduled to expire on 12/31/2026. To ensure uninterrupted cooperation between our agencies, we would like to renew this agreement before the current one expires.

As a reminder, this SSA is a vital tool that allows the New York State Department of Transportation (NYSDOT) to provide immediate emergency assistance to municipalities without waiting for a Governor's Emergency Declaration for services or materials valued under $25,000. New York State Comptroller rules permit NYSDOT to trade resources using a simple, two-page agreement.

I have enclosed a blank SSA form for you to complete. Please note that the description of services, materials, and equipment can remain broad and generic to allow for maximum flexibility.

To maintain this valuable partnership, please complete and sign one of the enclosed blank SSA forms and mail it to:

NYSDOT
c/o Erika Stolusky
333 East Washington Street
Syracuse, NY 13202

Once we receive your signed form, we will finalize the agreement and return a signed copy to you for your files.

If your municipality chooses not to renew this agreement, please let us know the reason for declining by emailing me directly at Matthew.Tompkins@dot.ny.gov.

Should you have any other questions regarding this letter, please feel free to contact me at (315) 448-7312 or Acting RE Chris Rafuse (315)672-8151.

Sincerely,

Matthew G Tompkins, P.E.
NYSDOT Region 3
Regional Director of Operations

Enclosures

SHARED SERVICES AGREEMENT

Between
NYSDOT and Town of Lysander

THIS AGREEMENT, dated _____, 20__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of Lysander, 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.

5. The term of this Agreement shall be for one (1) year from _____ to _____. 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 3

By:_____Date:_____
Resident Engineer – Onondaga West Residency

NYSDOT – Region 3

By:_____ Date:_____
Regional Director of Operations

MUNICIPALITY

By: _____Date:_____
Highway Superintendent/Superintendent of Public Works

SCHEDULE A

NYSDOT

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

Estimated Cost/Value of ☐Service ☐Equipment ☐Materials (Check All that apply):

Total NYSDOT Cost/Value: _____

MUNICIPALITY

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

Estimated Cost/Value of ☐Service ☐Equipment ☐Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: _____

SHARED SERVICES AGREEMENT

Between

NYSDOT and Town of Lysander

THIS AGREEMENT, dated _____, 20__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of Lysander, 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 _____ to _____. 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 3
By:_____Date:_____
Resident Engineer – _____ County

MUNICIPALITY
By: _____Date:_____
Highway Superintendant

NYSDOT – Region 3
By:_____ Date:_____
Regional Director of Operations

SCHEDULE A

NYSDOT

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

Estimated Cost/Value of □Service □Equipment □Materials (Check All that apply):

Total NYSDOT Cost/Value: _____

MUNICIPALITY

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

Estimated Cost/Value of □Service □Equipment □Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: _____