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Sara Bollinger

**Town Board:**  
Brett Edkins  
Ingrid Gonzalez-McCurdy  
Alissa Italiano  
Katelyn M. Kriesel  
Michael Nesci  
William Nicholson

**Agenda  
Town Board Meeting  
June 24, 2026  
6:30 PM**

**Use the Manlius Town Board's recurring Zoom Link!  
The same link will be used for all meetings.**

**Join from PC, Mac, iPad, or Android:  
<https://us02web.zoom.us/j/87987327153>**

**Pledge Of Allegiance**

**Proclamation**

1. 250th Anniversary of the United States

**Open Podium**

**Town Facility and Public Engagement Project Update**

1. Dr. Peter Wilcoxon, Summary of the Student Capstone Presentation  
[Presentation](#)

**Recreation Department**

1. Approval of Summer Staff

**Sealed Bids**

1. Trash and Brush Bids

**No Parking Signs**

1. Sweet Road by Three Falls Woods

**EAP Contract Renewal**

1. EAP Contract Renewal

## **Letter of Support to CNYSPCA**

## **Manlius Strategic Plan Incentive Proposal**

1. Proposal

## **Routine Business**

1. Budget Items
2. Announcements  
July Events
3. Approval of Minutes
4. Approval of Abstract

## **Adjournment**

*Town of Manlius*

*Proclamation*

*WHEREAS, on July 4, 2026, the United States will celebrate its 250th anniversary, marking the signing of the Declaration of Independence and the founding of our nation; and,*

*WHEREAS, our Founders established a nation based on equality, unalienable rights, and the pursuit of happiness, principles that have guided America's enduring legacy of freedom and achievement; and,*

*WHEREAS, our system of representational government is based on the wisdom of the Haudenosaunee,*

*WHEREAS, local government plays a vital role in teaching civic values, honoring our history, and fostering patriotism and unity among new generations.*

*NOW, THEREFORE, BE IT RESOLVED, that the Town of Manlius calls on the community to join in this celebration, reflect on our nation's journey, and recommit to the founding principles that make America strong and united.*

*BE IT FURTHER RESOLVED, that the Town of Manlius proudly commemorates America's 250th anniversary by raising a Semi quincennial Flag at Town Hall to celebrate our nation's history and future on July 1, 2026 at noon.*

\_\_\_\_\_  
*Sara Bollinger*  
Supervisor

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*Alissa Italiano*  
Councilor

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*William Nicholson*  
Councilor

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*Katelyn Kriesel*  
Councilor

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*Ingrid Gonzalez-McCurdy*  
Councilor

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*Michael Nesci*  
Councilor

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*Brett Edkins*  
Councilor

# Town of Manlius Re-envisioning Project

MAXWELL TEAM: RYAN BROUCHOUD, MEREDITH BRUSTER,  
OWEN ROBINSON, & ROB WARRICK

# Project Background

- Staff have known of **many long-standing facility issues**
- Town Board initiated **community engagement process**
- **Study Group** of community representatives
- Maxwell Team brought on to **compile** and **refine** information

# Key Question

What are the **key issues** at the Manlius Town Hall and Police Station, how should they be **prioritized**, what **options** exist for addressing them, and how can they be **communicated transparently** to the community?

# How We Identified and Addressed Issues

- **Community Information Gathering**
  - Tours of the Manlius Town Hall and Police Department
  - Tours of Dewitt and Camillus Town Halls
  - Community listening session (June 8th)
- **Analysis** of community engagement feedback and supplemental documents
- Research into **legal requirements**
- **Categorization** and **prioritization** of concerns
- Develop **set of options**
- **Cost-benefit analysis** of addressing concerns

# COMMUNITY ENGAGEMENT

# Community Listening Session Feedback

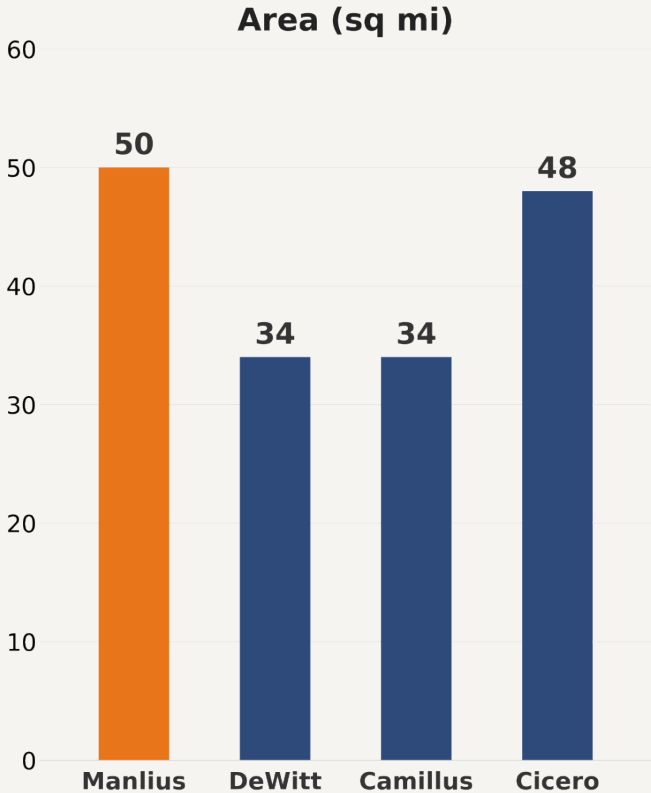
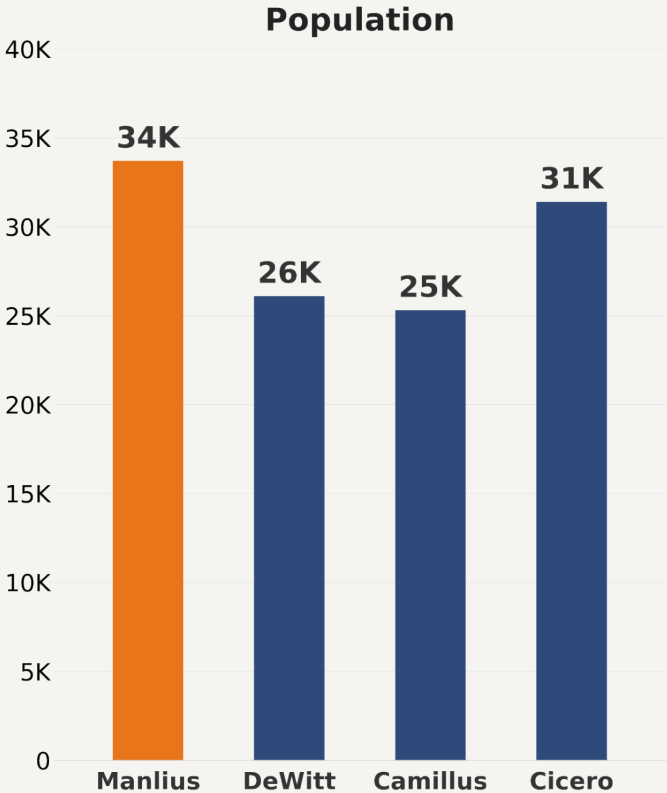
- Community desires a **clear list of problems**
- **Transparency** is essential
- **Safety** is a top priority
- **ADA Accessibility** is also important
- **Decisions** should be **data-driven**
- Many are **resistant to tax increases** that would fund these capital changes
- Prioritize making the facilities **functional**—not impressive or attractive
- Many desired **comparisons** with other towns

# Insights and Use of Feedback

- We identified **32 issues in the Town and Police Station** with ranging degrees of urgency
- **Options must be flexible** to community input and evolving work culture
- **Transparency** is of the utmost concern for the community
- We prepared **5 options** that addressed key issues

# TOWN COMPARISONS

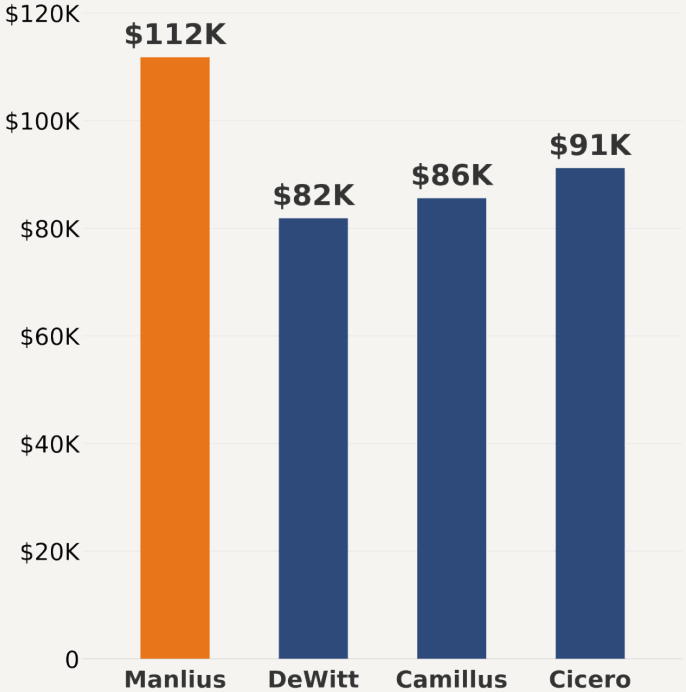
# Population and Area



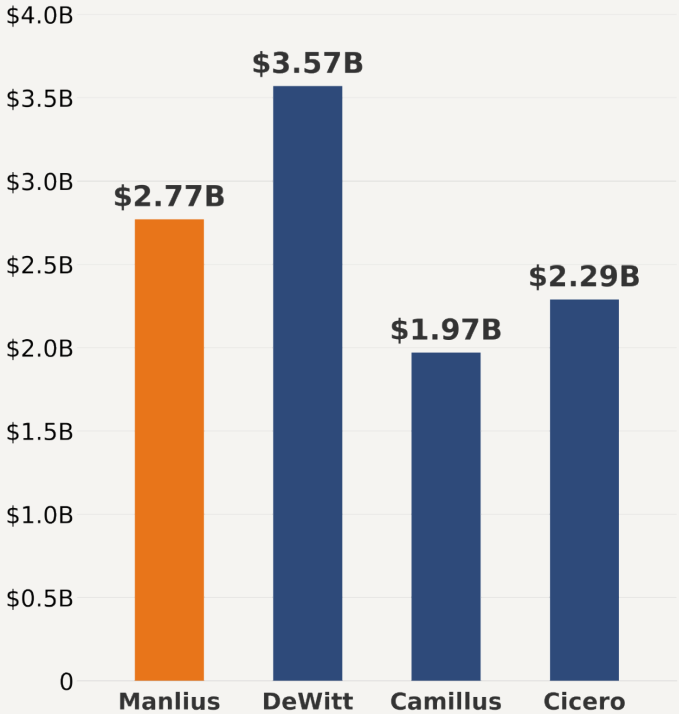
- Manlius is the **largest** town in terms of both population and area

# Household Income and Tax Base

Median Household Income

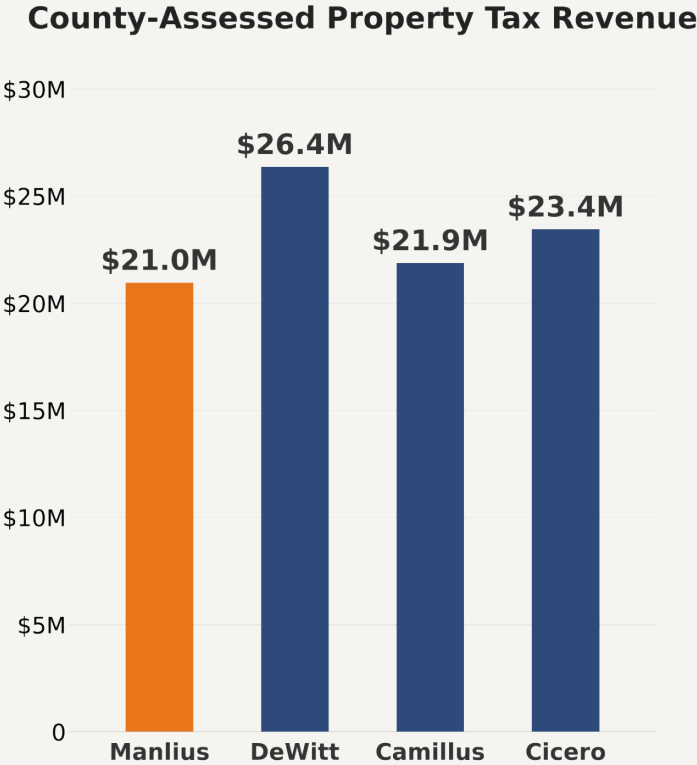
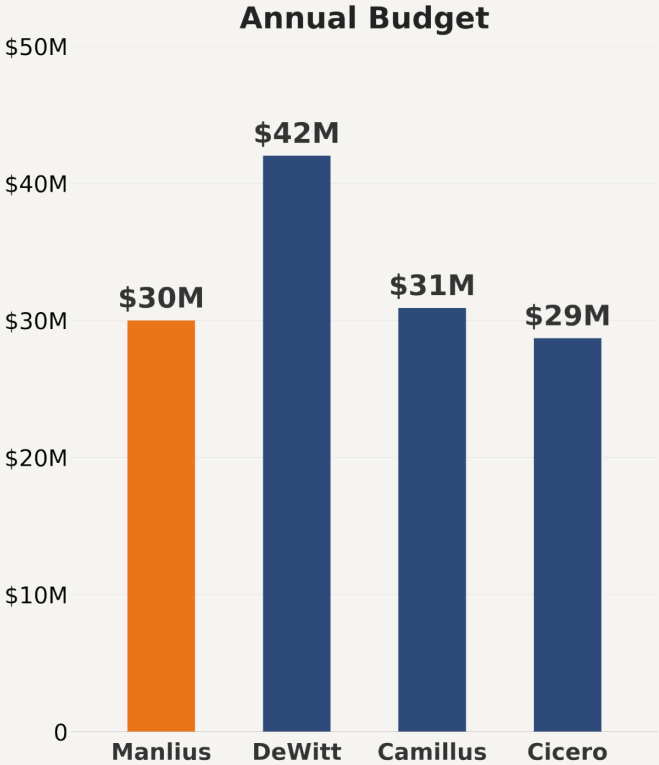


County-Assessed Tax Base



- Despite having the **highest** median household income, Manlius has the **second-highest** tax base

# Budget and Property Tax Revenue



- Manlius has the **third-highest** annual budget and the **lowest** property tax revenue

# Comparison Takeaways

- Manlius is **larger** and **wealthier** but faces **greater problems** and has **fewer resources**
- Dewitt has **larger staff** and **higher level of security**
  - Bulletproof glass and doors
  - Interconnected private workspace
  - Fully ADA compliant
- Camillus has designated **Building and Maintenance Supervisor**
  - Electronic lock and badging system
  - Investing in ADA compliance (e.g. elevator retrofit)

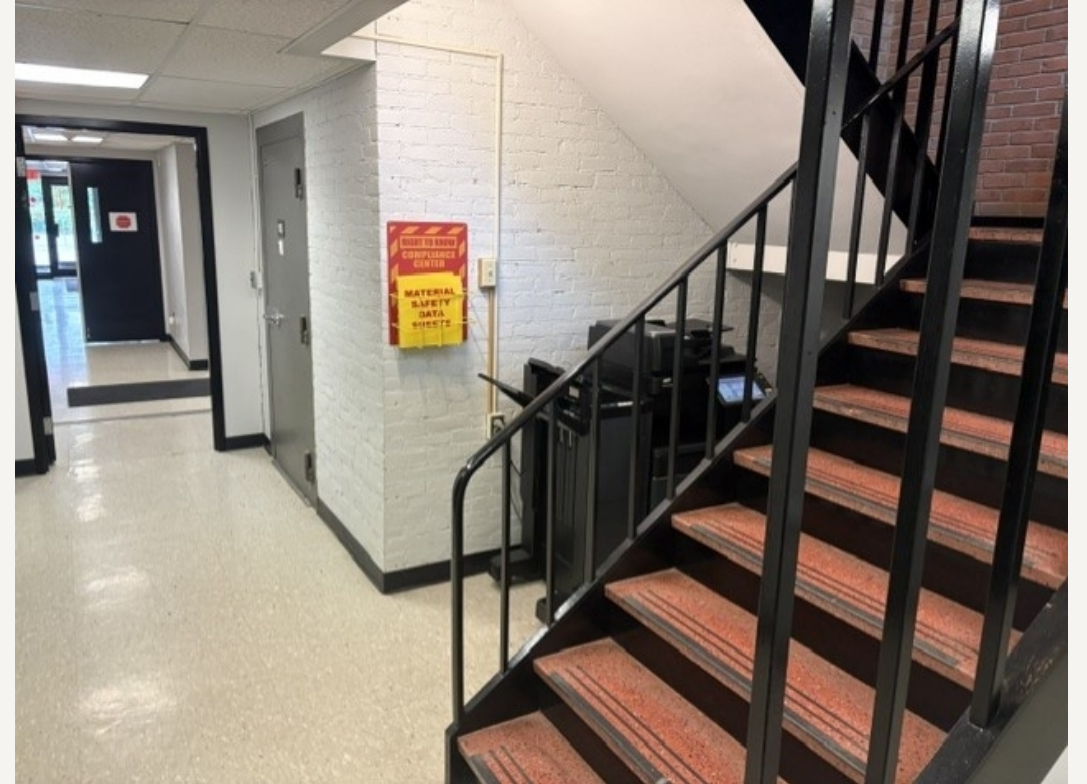
# ISSUES IDENTIFIED

# Categories and Priorities of Issues

- Accessibility
- Security/Safety
- Operational
- Electrical
- Legally Required
- Should Fix
- Ideally Fix

# Accessibility: Town Hall

- Legally Required
  - ADA Door Handles
  - ADA Signs With Braille
- Should Fix
  - Automatic Doors
  - Elevator/lift
  - Counter Heights Wheelchair Accessible



# Security/Safety: Town Hall

- Should Fix
  - Badge Door Scanners
  - Doors Locking Both From Inside and Outside
- Ideally Fix
  - Walking Behind Safety Officers During Court



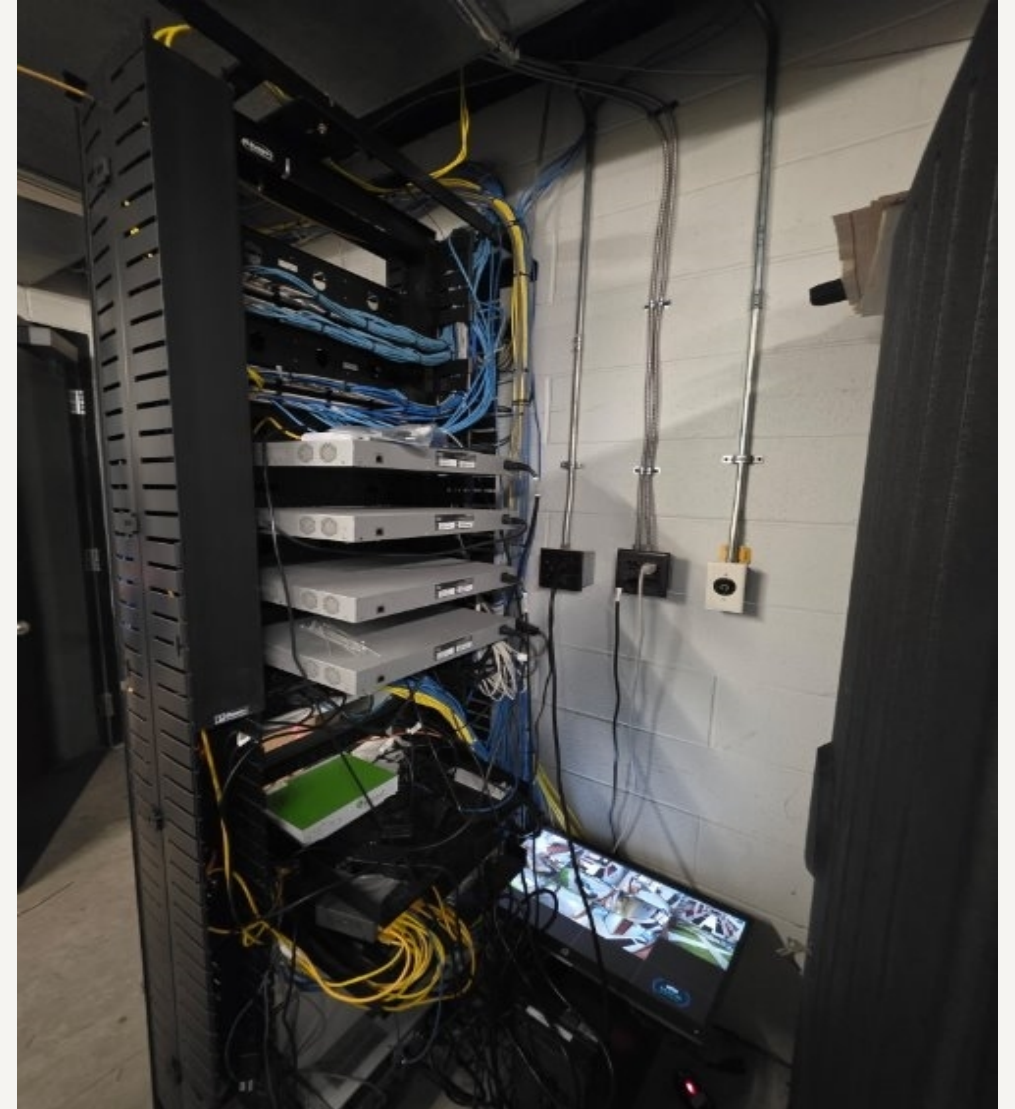
# Operational: Town Hall

- Legally Required
  - Secure Record Holding
- Ideally Fix
  - Efficient Space Usage
  - Space Shortage
  - Working Heating in Offices



# Electrical: Town Hall

- Should Be Fixed
  - HVAC
  - Safe Electrical Wiring



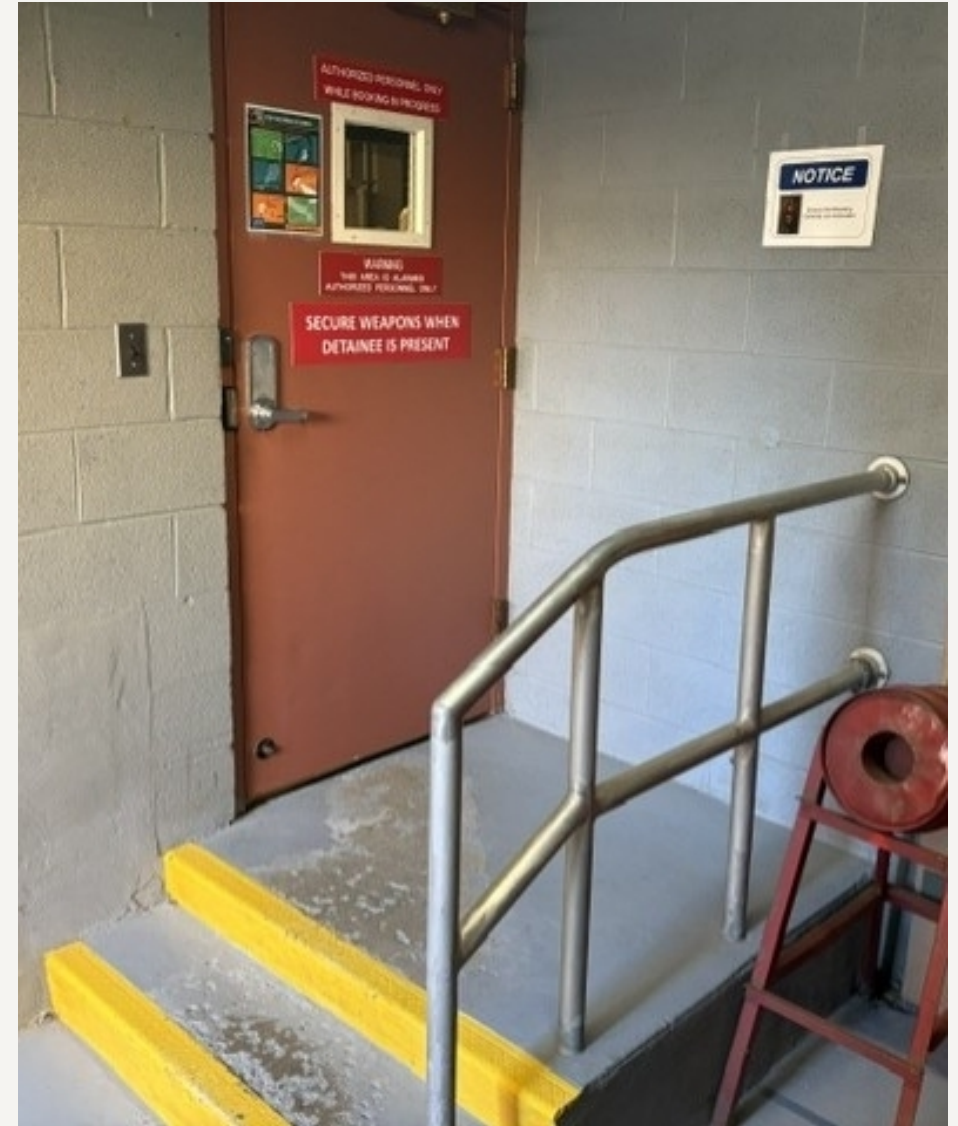
## Manlius Town Hall

	Issues	Priorities		
		Legally Req	Should Fix	Ideally Fix
Accessibility	ADA Door Handles	X		
	ADA Accessible Restroom Signs (Including Braille)	X		
Operational	Secure Records Holding	X		
Electrical	HVAC		X	
	Safe Electrical Wiring		X	
Accessibility	Automatic Doors		X	
	Counter Height Wheelchair Accessible		X	
	Elevator Or Lift		X	
Safety/Security	Badge Door Scanners		X	
	Door Locks In/Outside		X	
	Public Walking Behind Safety Officer		X	
Operational	Efficient Space Usage		X	
	Working Heating in Offices			X
	Space Shortage			X

Required to Fix by Law
Solutions Would Address
Addressing Depends on Implementation

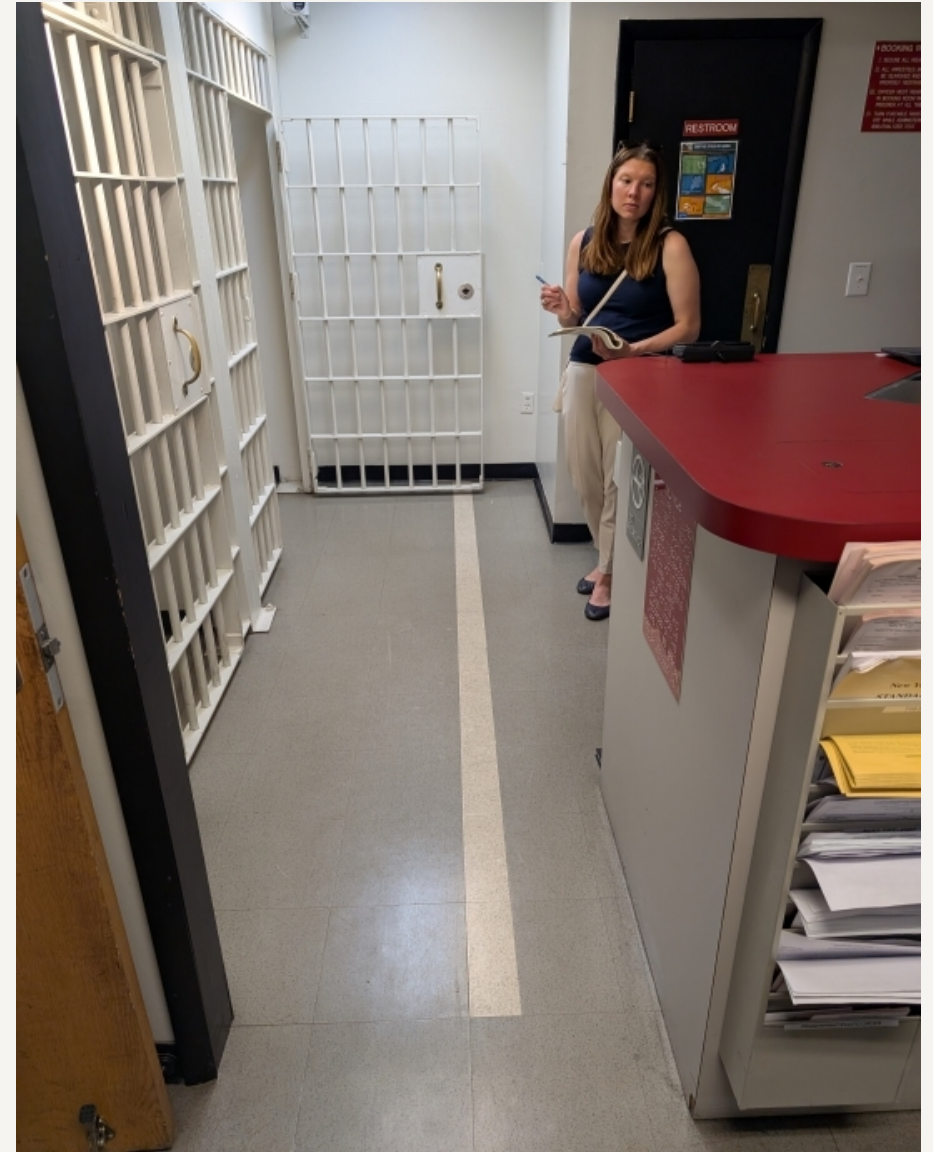
# Accessibility: Police Station

- Legally Required
  - ADA Compliant Doors
  - ADA Compliant Bathrooms
- Should Fix
  - Accessible Hallways
- Ideally Fix
  - Wheelchair Access From the Garage into Building



# Security/Safety: Police Station

- Legally Required
  - Asbestos Tiles
- Should Fix
  - Limited Holding Cells
- Ideally Fix
  - Limited Walkway Next to Holding Cells
  - Windows Clearly Visible to Public



# Operational: Police Station

- Legally Required
  - Secure Record Holding
- Should Fix
  - Severe Lack of Space
  - Child-Sized Bathrooms
  - Injury Risk With Low Ceiling in Garage
  - No Designated Space for Securing Evidence
- Ideally Fix
  - Need to Send Patrol Cars Out for Maintenance Work
  - Larger Offices and Parking Lots



**Police Station**

Priorities

	Issues	Priorities		
		Legally Req	Should Fix	Ideally Fix
Accessibility	ADA Ramp to Front Door	X		
	ADA Doors	X		
	ADA Bathrooms	X		
Operational	Secure Records Holding	X		
Safety/Security	Limited Holding Cells		X	
	Limited Walkway Between Holding Cells and Grabbable Distance		X	
	Asbestos Abatement		X	
Accessibility	Hallways in PD Accessible to Those in Wheelchairs		X	
Operational	No Designated Area for Securing Evidence		X	
	Locker Rooms are Maxed Out		X	
	All Child-Sized Bathrooms		X	
	Larger Space for Impounded Vehicles		X	
	Storage Space		X	
	Injury Risk with Low Ceiling in Garage		X	
	No Overhead Space in Garage		X	
	No Space for Roll-Call or Training Rooms		X	
	Need to Send Patrol Cars Out for Maintenance Work		X	
Accessibility	Wheelchair Access From Garage into Building		X	
Safety/Security	Windows Clearly Visible to Public		X	
Operational	Larger Offices			X
	Difficulty Finding Unmarked Vehicles in Parking Lot			X
	Larger Parking Lot			X

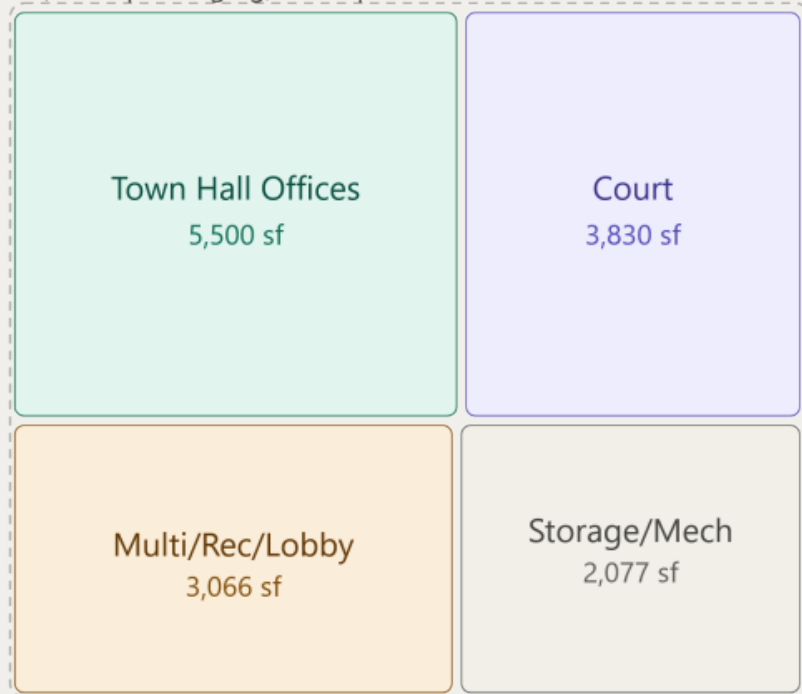
# OPTIONS

# Five Options

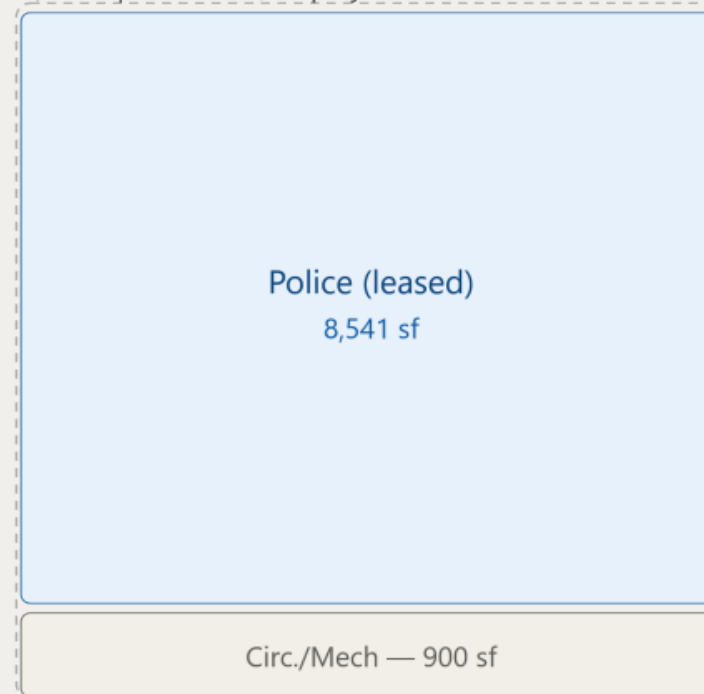
- **Option A — Do Minimum**
  - Fix urgent problems in both buildings
- **Option B — Full Rebuild**
  - New combined building for Town Hall, Police, and Court
- **Option C — Rebuild Police + Renovate TH**
  - Build new Police/Court building; fully renovate Town Hall.
- **Option D — Purchase Police + Renovate TH**
  - Buy and convert building for Police and Court; fully renovate Town Hall.
- **Option E — Purchase Police + Do-Minimum TH**
  - Buy and convert building for Police and Court (like D), but give the Town Hall only urgent repairs (like A)

# Current Space Allocations

Existing Town Hall (kept as-is)  
14,473 sqft — aging, not expanded



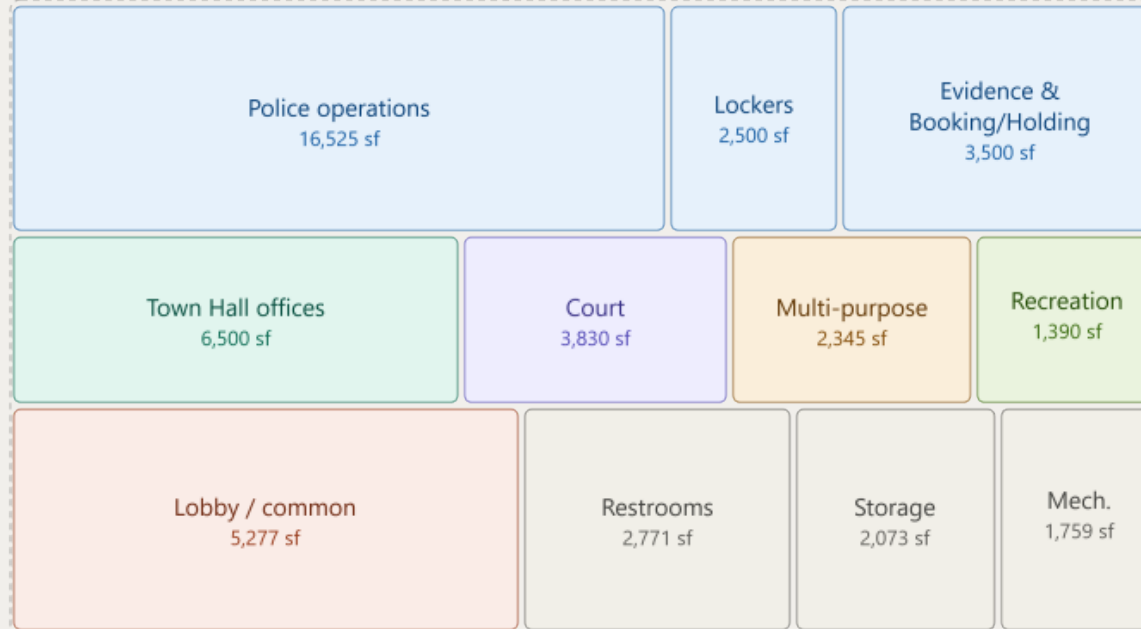
Leased Police Building (continues)  
9,441 sqft — 205 sf/employee



*Floor plate is schematic; areas are proportional to square footage. Police interior simplified.*

# Option B – Full Rebuild: Space & Trade-offs

Combined facility — full rebuild  
50,000 sqft — Town Hall + Court + Police, one building



## Problems Addressed

- Solves every facility problem in one modern building
- Police properly sized (~425 sf/employee); ends the lease
- Court and police co-located; Town Hall sold and back on tax roll
- Anchored by the Trophy Point professional estimate

## Challenges Remaining / Risks

- Largest up-front cost and bond; needs a site (~7 acres)
- Requires bond referendum and confirmed debt capacity

# Option C – Split: Space & Trade-offs

Building 1: New PD/Court  
31,079 sqft — new construction



Building 2: Renovated Town Hall  
22,288 sqft — 14,473 existing + 7,815 addition



## Problems Addressed

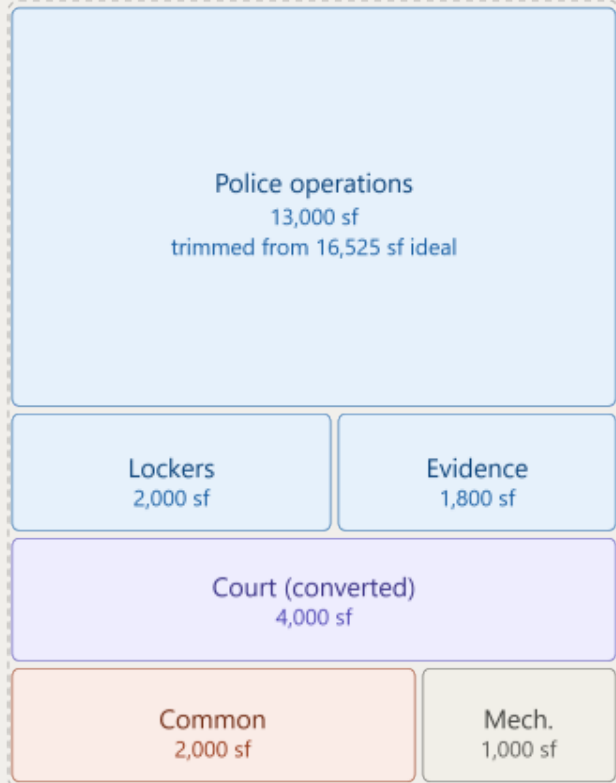
- Police properly sized in a purpose-built building
- Keeps and modernizes the existing Town Hall (per VIP study)
- Police and court co-located in the new building

## Challenges Remaining / Risks

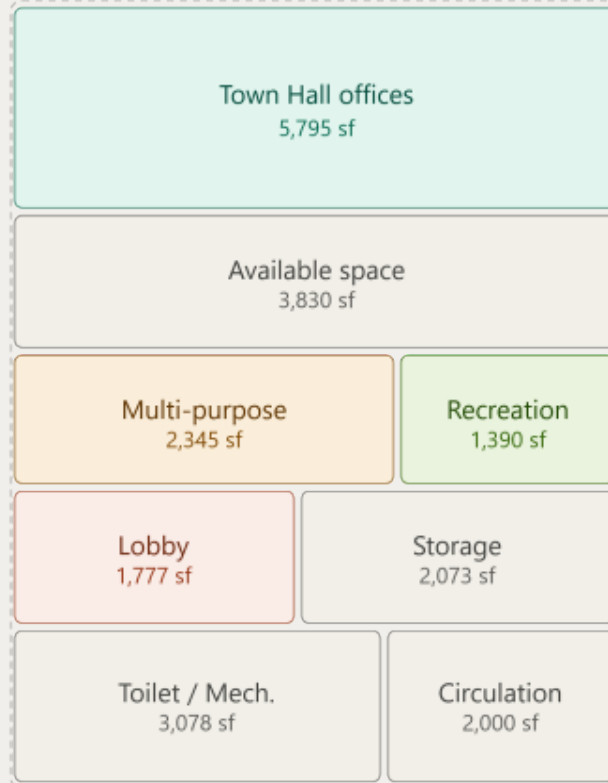
- Two buildings to operate and maintain
- Town Hall renovation carries discovery risk (asbestos, conditions)
- Needs a site (~4 acres) and a bond referendum

# Option D – Purchase: Space & Trade-offs

Building 1: Purchased & converted  
25,000 sqft — police trimmed to 340 sf/employee



Building 2: Renovated Town Hall  
22,288 sqft — identical renovation to Scenario C



## Problems Addressed

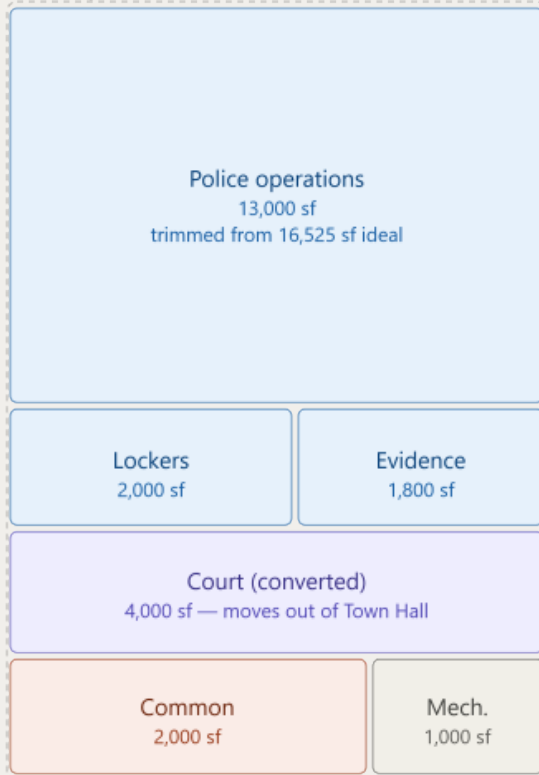
- Lower cost than build options
- Gets police out of the lease into an owned building
- Keeps and modernizes the Town Hall (per VIP study)

## Challenges Remaining / Risks

- No building identified yet — least certain Option
- Purchased building is slightly undersized (police ~340 sf/employee)
- Conversion cost (cells, sallyport, evidence) is a major unknown

# Option E – Purchase + Do-Minimum Town Hall

Building 1: Purchased & converted  
25,000 sqft — identical to Scenario D



Building 2: Existing Town Hall  
14,473 sqft — aging, not expanded (same as Scenario A)



## Problems Addressed

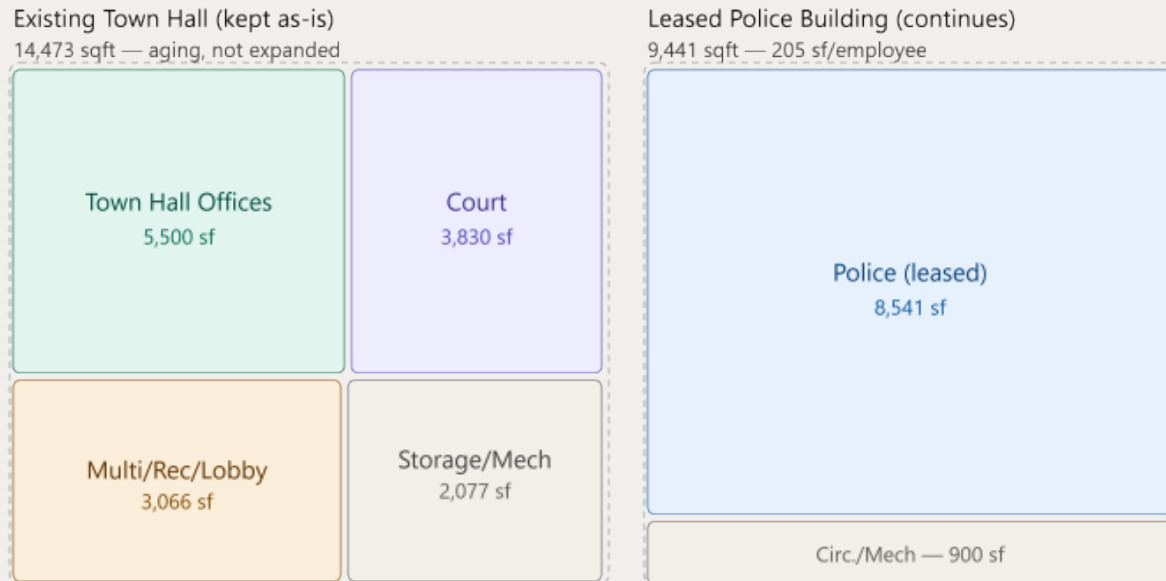
- Lowest UP-FRONT cost and lowest tax impact (~\$32/home/yr)
- Gets police out of the lease into a properly owned building
- Defers the \$10.5M Town Hall renovation (not now — but still owed)

## Challenges Remaining / Risks

- Town Hall problems are deferred, not solved — accessibility, security, space all remain
- Deferred renovation in Yr 30 makes E cost MORE than D over 30 years (\$31.7M vs \$23.0M)
- No building identified yet; conversion cost (cells, sallyport, evidence) is a major unknown

*Option E differs from D only in timing: it defers the Town Hall renovation instead of doing it now.*

# Option A – Do Minimum: Space & Trade-offs



## Problems Addressed

- Immediate compliance and safety fixes (electrical hazard, ADA basics)
- Avoids new debt in the near term

## Challenges Remaining / Risks

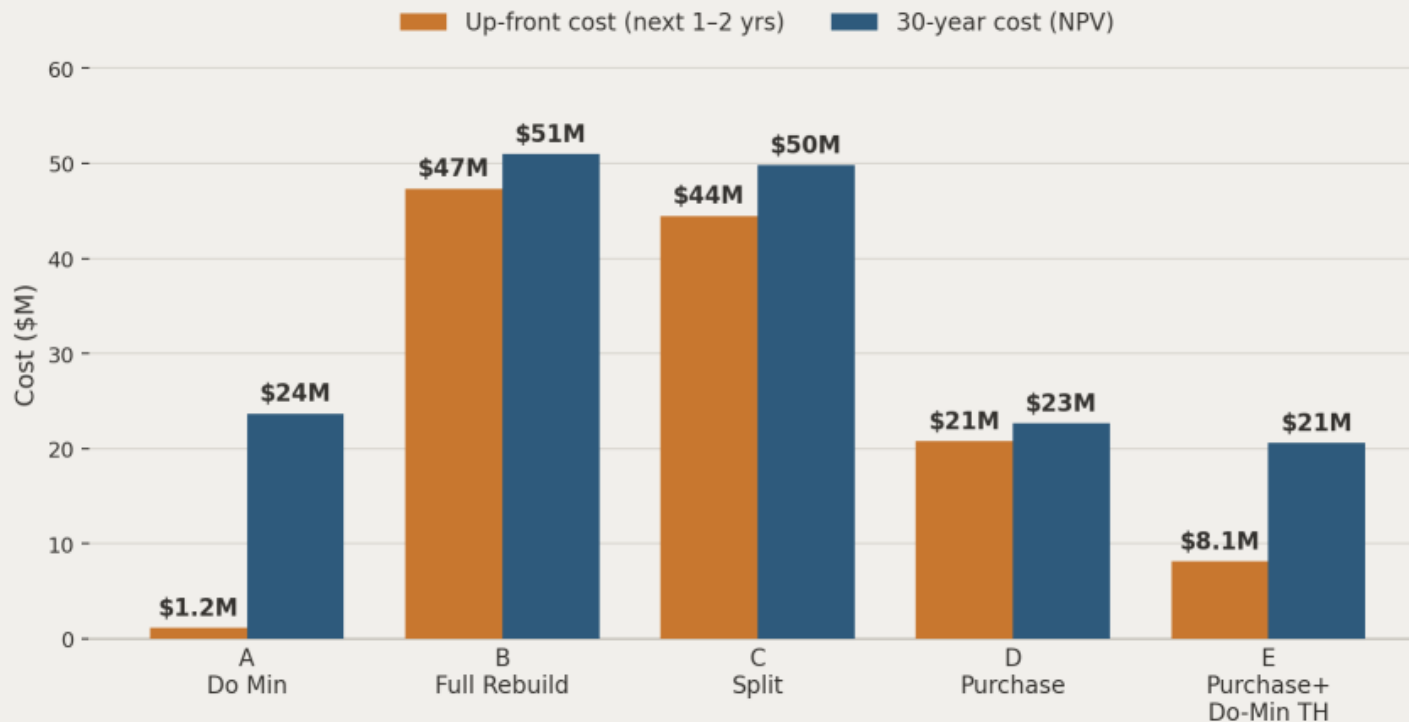
- Police remain in an undersized leased building (205 sf/employee)
- Town Hall accessibility, security, and space problems persist
- High 30-year cost, defers but does not avoid the eventual build

# Key Parameters & Assumptions

- **Key assumption**
  - *“Do Minimum” defers but does not avoid the eventual build*
  - *Significant updates still required at Year 30.*
- **Option A**
  - Full comprehensive rebuild of Police + TH in year 30
  - We used the cost of Option B
- **Option E**
  - Full renovation of TH in year 30
  - We used the cost from the VIP study
  - No additional work on Police required in year 30

# Cheapest Now vs. Cheapest Over 30 Years

*E and A cost the least up front — but over 30 years the options that fully fix both buildings win. D is lowest over time that solves the issues now.*



Up-front cost / 30-year cost (NPV)

## A – Do Minimum

\$1.2M up front · \$24M over 30 yrs

## B – Full Rebuild

\$47.3M up front · \$51M over 30 yrs

## C – Split

\$44.5M up front · \$50M over 30 yrs

## D – Purchase

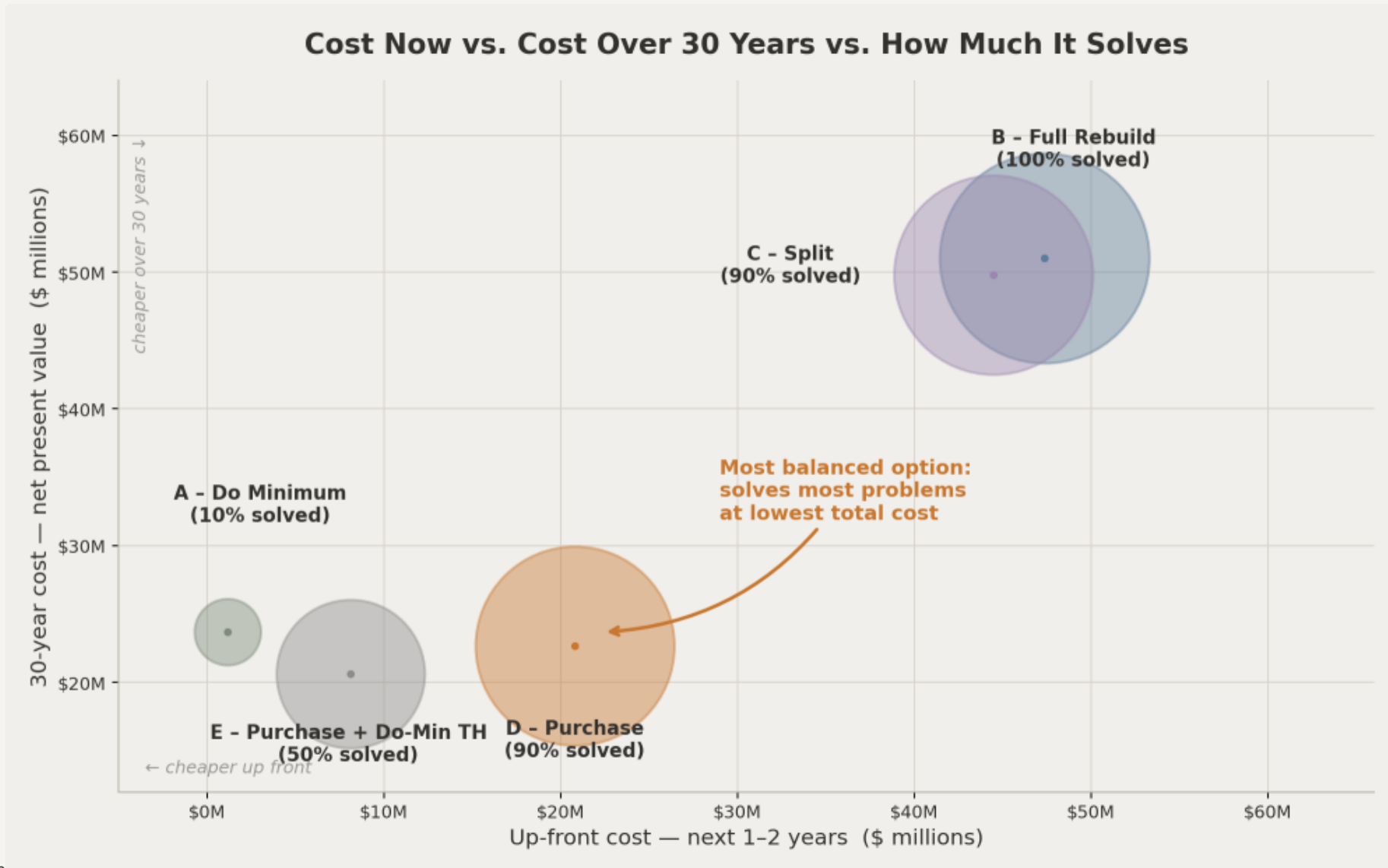
\$20.8M up front · \$23M over 30 yrs

## E – Purchase + Do-Min TH

\$8.1M up front · \$21M over 30 yrs

*Planning-level comparison from the Town's cost-benefit analysis. Full detail in the CBA workbook.*

# Cost vs. Issues Solved



Manlius Town Hall									
	Issues	Priorities			Options				
		Legally Req	Should Fix	Ideally Fix	A	B	C	D	E
Accessibility	ADA Door Handles	X			X	X	X	X	X
	ADA Accessible Restroom Signs (Including Braille)	X			X	X	X	X	X
Operational	Secure Records Holding	X			X	X	X	X	X
Electrical	HVAC		X		X	X	X	X	X
	Safe Electrical Wiring		X		X	X	X	X	X
Accessibility	Automatic Doors		X			X	?	?	
	Counter Height Wheelchair Accessible		X			X	X	X	
	Elevator Or Lift		X			X	X	X	
Safety/Security	Badge Door Scanners		X		X	X	X	X	X
	Door Locks In/Outside		X		X	X	X	X	X
	Public Walking Behind Safety Officer		X			X	X	X	
Operational	Efficient Space Usage		X			X	?	?	
	Working Heating in Offices				X	X	?	?	
	Space Shortage				X	X	?	?	

Required to Fix by Law
Solutions Would Address
Addressing Depends on Implementation

	Police Station								
	Issues	Legally Req	Priorities		Options				
			Should Fix	Ideally Fix	A	B	C	D	E
Accessibility	ADA Ramp to Front Door	X			X	X	X	X	X
	ADA Doors	X			X	X	X	X	X
	ADA Bathrooms	X			X	X	X	X	X
Operational	Secure Records Holding	X				X	X	X	X
Safety/Security	Limited Holding Cells		X			X	X	X	X
	Limited Walkway Between Holding Cells and Grabbable Distance		X				X	X	X
	Asbestos Abatement		X		X	X	X	X	X
Accessibility	Hallways in PD Accessible to Those in Wheelchairs		X			X	X	X	X
Operational	No Designated Area for Securing Evidence		X		X	X	X	X	X
	Locker Rooms are Maxed Out		X			X	X	X	X
	All Child-Sized Bathrooms		X		X	X	X	X	X
	Larger Space for Impounded Vehicles		X			X	?	?	?
	Storage Space		X			X	X	X	X
	Injury Risk with Low Ceiling in Garage		X			X	X	X	X
	No Overhead Space in Garage		X				X	?	?
	Limited Space for Roll-Call or Training Rooms		X				X	X	X
	Need to Send Patrol Cars Out for Maintenance Work		X				X	X	X
Accessibility	Wheelchair Access From Garage into Building		X		X	X	X	X	X
Safety/Security	Windows Clearly Visible to Public		X			X	X	X	X
Operational	Larger Offices			X		X	?	?	?
	Difficulty Finding Unmarked Vehicles in Parking Lot			X		X	X	X	X
	Larger Parking Lot			X		X	?	?	?

# Communications & Outreach

- Our team will provide a document with each matrix and a glossary of terms, the list of alternatives, and the cost-benefit analysis
- These deliverables can be easily accessible on the Town website
  - Link key reports such as this cost-benefit analysis and past feasibility studies
- Create handouts with summaries of the Town Hall problems defined and next steps
- Consider making some short videos documenting accessibility issues
  - Share videos through social media channels

# Key Takeaways

- Between the two buildings, **we identified 32 issues** with ranging degrees of urgency
- **Five options** developed ranging in cost and comprehensiveness
- The **community wants** a range of **data-driven options proposed transparently** through different communications mediums.
- Police station has the highest number of needs to address
  - Options B, C, D, and E all involve addressing the issues in the Police Station
- **Options with the lowest upfront costs** have considerably higher lifetime costs

# Questions?

# References

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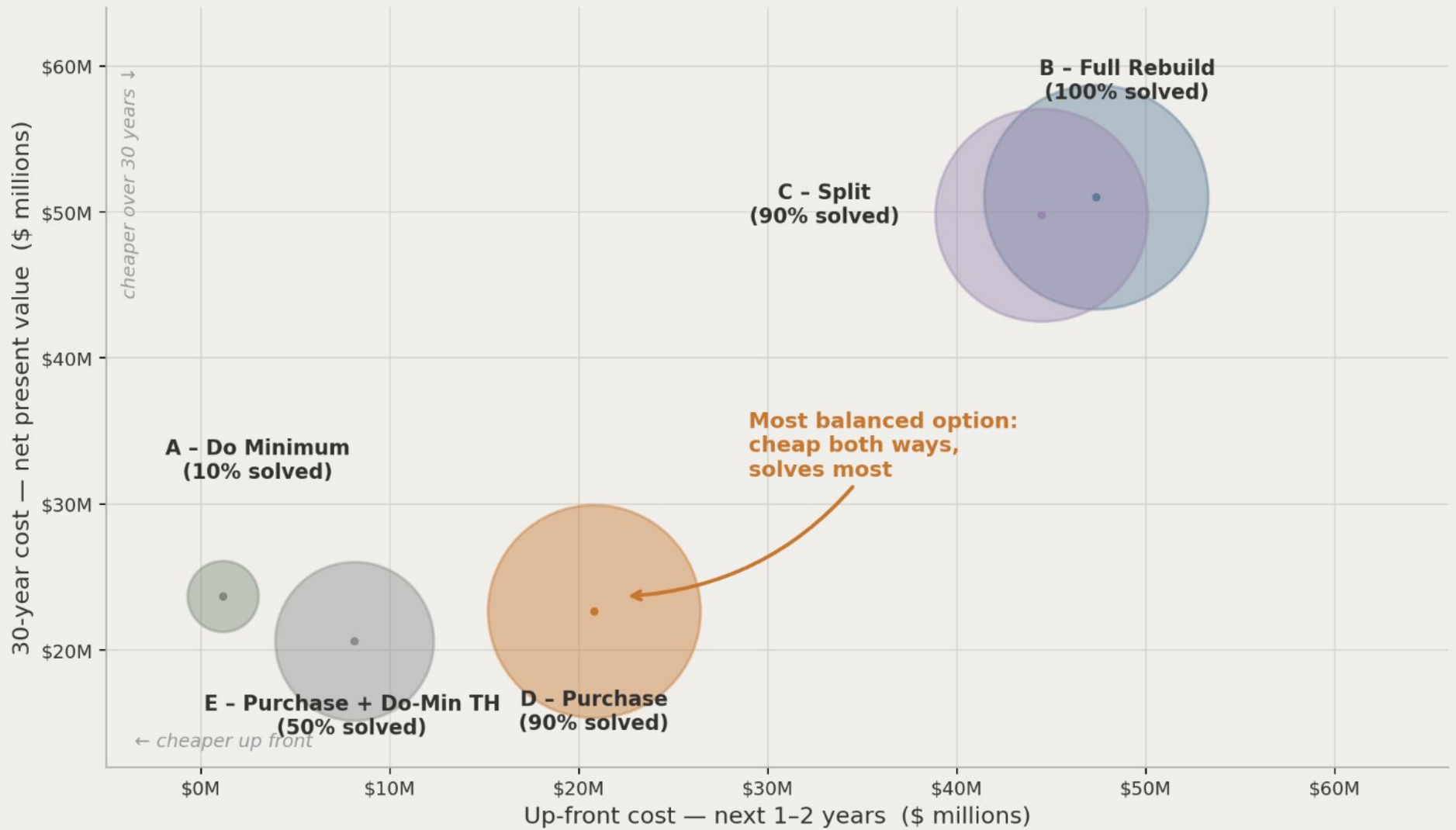
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# Cost Now vs. Cost Over 30 Years vs. How Much It Solves



## Town of Manlius — 5-Scenario Comparison

*Side-by-side summary. Scenarios B and C are anchored by Trophy Point and VIP engineering estimates. Scenarios D and E carry the highest cost uncertainty (no building identified yet). E defers the Town Hall renovation to Year 30; on a 30-year NPV basis Scenario D is lowest.*

Metric	Scenario A	Scenario B	Scenario C	Scenario D	Scenario E	Notes
<i>Description</i>	<i>Status quo + compliance</i>	<i>50K sqft new combined facility</i>	<i>New PD/Court + renov+add TH</i>	<i>Purchase bldg + renov+add TH</i>	<i>Purchase bldg + domin TH</i>	
<b>CAPITAL COSTS</b>						
Total project cost	(\$1,164,739)	(\$47,348,603)	(\$44,483,803)	(\$20,802,030)	(\$8,127,218)	<i>\$0 = Yr 1 remediation only</i>
Amount to be bonded	-	\$46,848,603	\$43,983,803	\$20,302,030	\$7,627,218	<i>Net of grants</i>
Annual debt service	-	\$2,876,108	\$2,700,234	\$1,246,373	\$468,247	<i>30-yr bond at 4.5%</i>
<b>30-YEAR FINANCIAL ANALYSIS (costs shown as negative)</b>						
30-yr Gross Cost (PV, cost only)	(\$23,698,512)	(\$57,814,686)	(\$54,941,593)	(\$28,128,969)	(\$22,490,992)	<i>Discounted at 4%; before benefits</i>
30-yr Benefits NPV	-	\$6,815,497	\$5,154,573	\$5,462,103	\$1,878,007	<i>Tier 1+2 monetized</i>
30-yr Net PV (cost after benefits)	(\$23,698,512)	(\$50,999,189)	(\$49,787,020)	(\$22,666,866)	(\$20,612,985)	<b>**KEY METRIC**</b>
<i>Differential vs. lowest</i>	(\$3,085,527)	(\$30,386,204)	(\$29,174,035)	(\$2,053,881)	-	<i>\$0 = lowest</i>
<b>COST PER RESIDENT</b>						
Town population	32,400	32,400	32,400	32,400	32,400	
Net PV per resident (if financed w/ debt)	(\$731)	(\$1,574)	(\$1,537)	(\$700)	(\$636)	
Avg annual cost per resident (if financed w/ debt)	(\$24.38)	(\$52.47)	(\$51.22)	(\$23.32)	(\$21.21)	

## Manlius Town Hall Issues, Priorities, and Options

	Manlius Town Hall								
	Issues	Priorities			Options				
		Legally Req	Should Fix	Ideally Fix	A	B	C	D	E
Accessibility	ADA Door Handles	X			X	X	X	X	X
	ADA Accessible Restroom Signs (Including Braille)	X			X	X	X	X	X
Operational	Secure Records Holding	X			X	X	X	X	X
Electrical	HVAC		X		X	X	X	X	X
	Safe Electrical Wiring		X		X	X	X	X	X
Accessibility	Automatic Doors		X			X	?	?	
	Counter Height Wheelchair Accessible		X			X	X	X	
	Elevator Or Lift		X			X	X	X	
Safety/Security	Badge Door Scanners		X		X	X	X	X	X
	Door Locks In/Outside		X		X	X	X	X	X
	Public Walking Behind Safety Officer		X			X	X	X	
Operational	Efficient Space Usage		X			X	?	?	
	Working Heating in Offices			X		X	?	?	
	Space Shortage			X		X	?	?	

Required to Fix by Law
Solutions Would Address
Addressing Depends on Implementation

## Manlius Police Station Issues, Priorities, and Options

	Manlius Police Station								
	Issues	Priorities			Options				
		Legally Req	Should Fix	Ideally Fix	A	B	C	D	E
Accessibility	ADA Ramp to Front Door	X			X	X	X	X	X
	ADA Doors	X			X	X	X	X	X
	ADA Bathrooms	X			X	X	X	X	X
Operational	Secure Records Holding	X				X	X	X	X
Safety/Security	Limited Holding Cells		X			X	X	X	X
	Limited Walkway Between Holding Cells and Grabbable Distance		X			X	X	X	X
	Asbestos Abatement		X		X	X	X	X	X
Accessibility	Hallways in PD Accessible to Those in Wheelchairs		X			X	X	X	X
Operational	No Designated Area for Securing Evidence		X		X	X	X	X	X
	Locker Rooms are Maxed Out		X			X	X	X	X
	All Child-Sized Bathrooms		X		X	X	X	X	X
	Larger Space for Impounded Vehicles		X			X	?	?	?
	Storage Space		X			X	X	X	X
	Injury Risk with Low Ceiling in Garage		X			X	X	X	X
	No Overhead Space in Garage		X			X	?	?	?
	Limited Space for Roll-Call or Training Rooms		X			X	X	X	X
	Need to Send Patrol Cars Out for Maintenance Work		X				X	X	X
Accessibility	Wheelchair Access From Garage into Building		X		X	X	X	X	
Safety/Security	Windows Clearly Visible to Public		X			X	X	X	
Operational	Larger Offices			X		X	?	?	?
	Difficulty Finding Unmarked Vehicles in Parking Lot			X		X	X	X	X
	Larger Parking Lot			X		X	?	?	?

Required to Fix by Law
Solutions Would Address
Addressing Depends on Implementation

2026 Summer Staff

<u>Last</u>	<u>First</u>	<u>Pay 2026</u>	<u>Title</u>
<b><u>PLAYGROUND STAFF</u></b>			
Baldwin	Ryder	\$18.25	RecAttendant
Blitz	Brandon	\$17.50	RecAttendant
Buffum	Taylor	\$18.25	RecAttendant
Calnon	Jack	\$18.00	RecAttendant
Coleman	Kahlil	\$17.75	RecAttendant
Dalal	Samiya	\$17.50	RecAttendant
DeLaney	Taetum	\$18.25	RecAttendant
DeLaney	Tyler	\$18.25	RecAttendant
Ferguson	Gracelin	\$18.25	RecAttendant
Frisbie	Hayden	\$18.00	RecAttendant
Giordano	Dominic	\$18.00	RecAttendant
Healy	Molly	\$18.00	RecAttendant
Hunt	Claire	\$17.75	RecAttendant
Johnson	Karley	\$18.00	RecAttendant
Kawa	Elizabeth	\$18.00	RecAttendant
Lalik	Jack	\$18.00	RecAttendant
Lok	Julia	\$17.75	RecAttendant
Long	Kelly	\$5,160.00	Rec Leader
Long	Patrick	\$25.75	Rec Leader
Marshall	Hannah	\$17.75	RecAttendant
Martinez	Aiden	\$17.50	RecAttendant
Massey	Noah	\$17.75	RecAttendant
McDonald	Matthew	\$17.75	RecAttendant
Nash	Anderson	\$18.00	RecAttendant
Nocilly	Olivia	\$17.50	RecAttendant
Papa	Madeline	\$18.25	RecAttendant

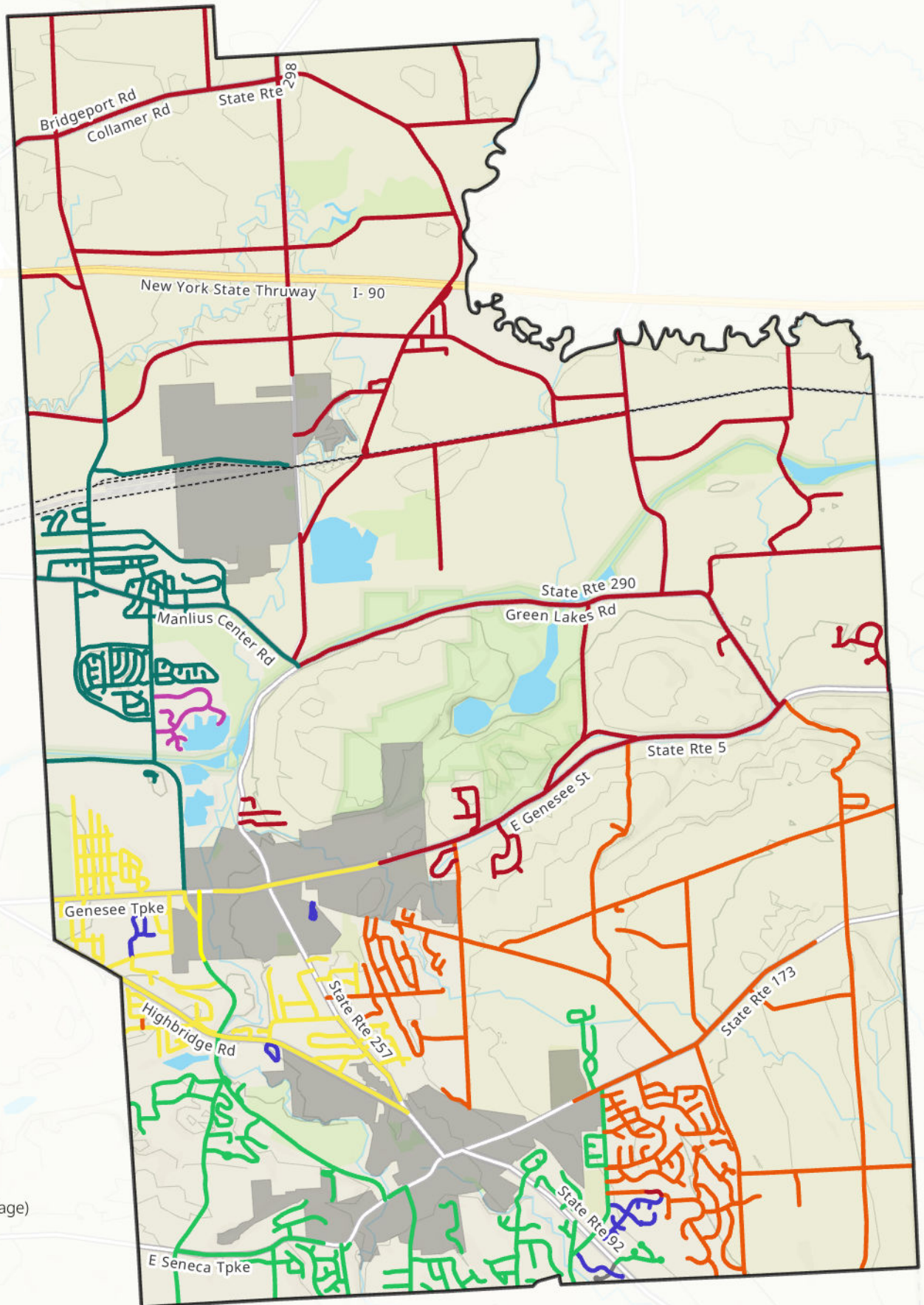
2026 Summer Staff

<u>Last</u>	<u>First</u>	<u>Pay 2026</u>	<u>Title</u>
Phillips	Charles	\$17.50	RecAttendant
Quarry	Tyler	\$17.75	RecAttendant
Reith	Lynn	\$26.50	Bus Driver
Rich	Margaret	\$20.50	RecLeader
Ryan	Camille	\$17.50	RecAttendant
Scannell	MaryKate	\$17.50	RecAttendant
Scholl	Timothy	\$17.50	RecAttendant
Shambaugh	Abigail	\$18.00	RecAttendant
Shambaugh	MacKenzie	\$18.25	RecAttendant
Stagnitta	Sophia	\$17.75	RecAttendant
Sweeney	Robert	\$17.75	RecAttendant
Weaver	Julie	\$18.50	RecAttendant
Weisberg	Adison	\$18.00	RecAttendant
Werde	Max	\$18.00	RecAttendant
Wood	Madison	\$18.00	RecAttendant
Zilinskas	Amber	\$4,160.00	RecLeader
Zullo	Cassian	\$17.50	RecAttendant
Zullo	Danica	\$18.50	RecAttendant
<b><u>SWIM STAFF</u></b>			
Angotti	Lola	\$21.75	Lifeguard
Davies	Adaline	\$24.50	WSI
Davies	John-Henry	\$23.75	WSI
Garland	Olivia	\$21.75	Lifeguard
Glade	Aiden	\$22.00	Lifeguard
Hasegawa	Anna	\$24.50	WSI
Hasegawa	Clara	\$24.50	Lifeguard Sub starting 7/27

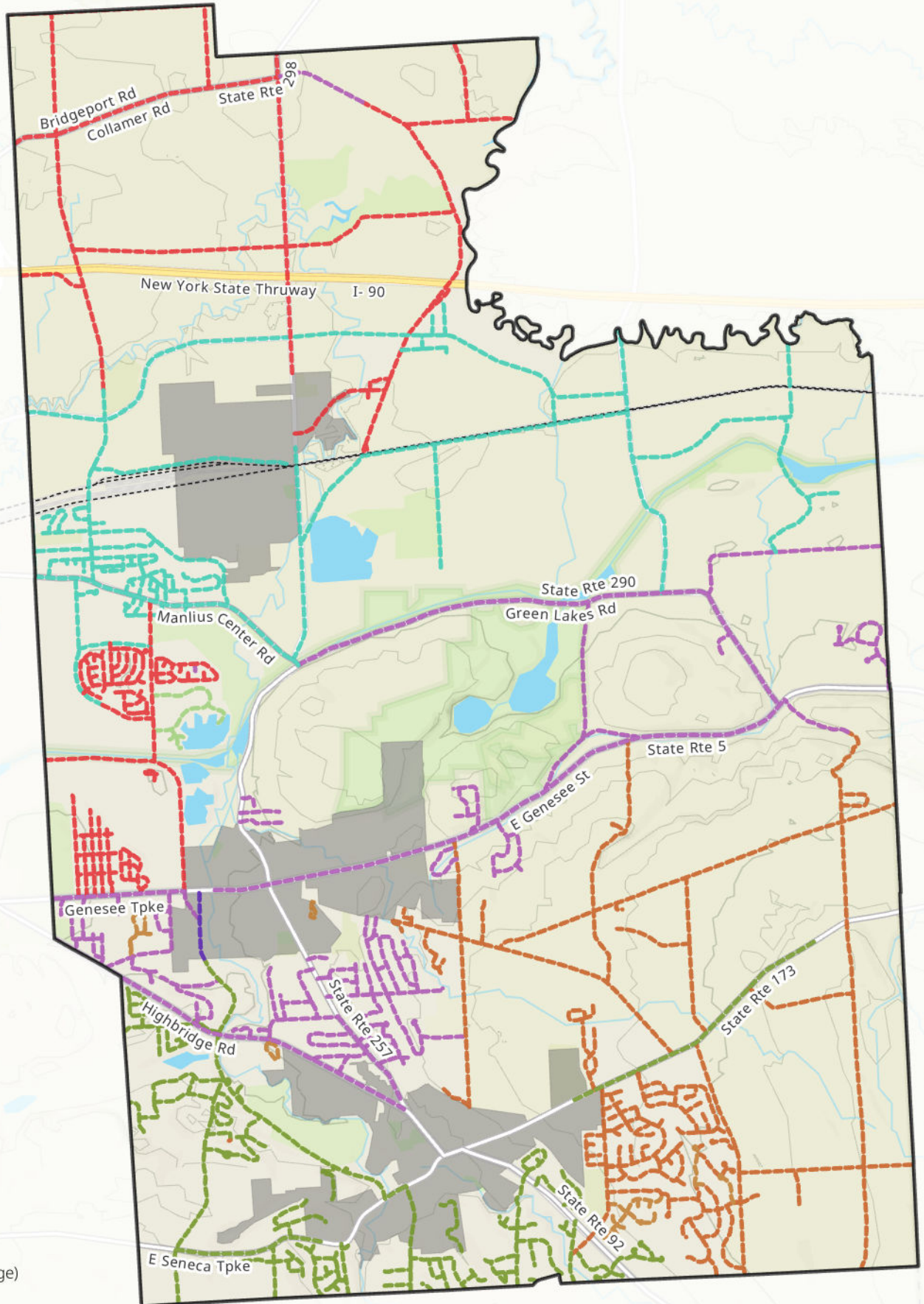
## 2026 Summer Staff

<u>Last</u>	<u>First</u>	<u>Pay 2026</u>	<u>Title</u>
Hayden	Riley	\$27.75	WSI/Head Guard
Hayden	Saige	\$24.25	WSI
Law	Mia	\$22.50	Lifeguard
Mcllvain	Tyler	\$22.00	Lifeguard
Parmley	Kate	\$24.25	WSI
Smith	Kate	\$3,328.00	LTS Director/ Rec Leader
Wilson	Michael	\$21.75	Lifeguard

# Town of Manlius Brush Pick-up Routes and Schedule



# Town of Manlius Trash Pick-up Routes and Schedule



INFORMATION FOR BIDDERS  
AND  
CONTRACT DOCUMENTS  
FOR  
COLLECTION AND DISPOSAL  
OF  
BRUSH FOR THE  
TOWN OF MANLIUS  
ONONDAGA COUNTY, NEW YORK

**ISSUANCE DATE –**



TOWN BOARD  
SARA BOLLINGER, SUPERVISOR  
ALISSA ITALIANO, DEPUTY SUPERVISOR

BRETT EDKINS  
KATELYN KRIESEL  
MICHAEL NESCI

INGRID MCCURDY  
WILLIAM NICHOLSON

CARRIE GREVELDING, TOWN CLERK



HARRIS BEACH MURTHA, PLLC  
ATTORNEY FOR THE TOWN

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NOTICE TO BIDDERS  
FOR COLLECTION & DISPOSAL OF  
BRUSH FOR THE TOWN OF MANLIUS  
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of Brush for the Town of Manlius (the “Town”) will be received by the Town Board, Town of Manlius, Onondaga County, New York at the office of the Town Clerk, 301 Brooklea Drive, Fayetteville, New York 13066, until **August 5th, 2026** at 10:00 a.m. local time and there at said office at said time publicly opened and read aloud.

This bid and eventual contract includes all the labor, equipment and materials necessary for the Collection and Disposal of Brush (the “Brush Contract”) in the Town of Manlius Residential Brush District (“the District”). Brush collection services shall be performed on a biweekly basis for a three (3) year period beginning January 1, 2027 with three (3) additional one (1) year option period, as set forth below.

The boundary description and a full-sized map of the District are on file in the office of the Town Clerk and may be examined by all persons interested therein during regular business hours. Any bidder (hereinafter referred to as Bidder or Contractor) bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

This bid shall be limited to the collection and disposal of brush from all one, two and three family residences in the District. Each dwelling unit shall be hereinafter referred to as a “Unit” (i.e., two and three family residences shall be considered 2 and 3 Units respectively). The Villages of Manlius, Fayetteville and Minoa are not part of the District and therefore will not represent any Units. Brush shall be collected along all public roads, as well as any private roads that currently receive postal service. The Town and Contractor shall not provide service to any residential unit that have opted out of such service for the calendar year during the term of this Contract unless notified of the election to opt-in, sent via registered or certified mail return receipt requested addressed to “Town of Manlius Trash/Brush Coordinator-Opt-in Election” 301 Brooklea Drive, Fayetteville, New York 13066 not later than September 1, in which the year the Brush Contract is operative. Further, any residential units controlled by a Homeowner’s Association will not be serviced by the Town or the Contractor under the Contract. For more detailed information, see Section 2.02 of the Information for Bidders, following.

The Information consisting of this Advertisement, Information for Bidders, Bid, Agreement, and Town Map (hereinafter referred to collectively as the "Contract Documents") may be obtained from the Town Clerk. Procedures relative to clarification, interpretation, and supplemental instructions are contained at Section 2.03 of the Information for Bidders and shall be strictly construed.

Copies of the above-described Contract Documents may be obtained starting on June 11th, 2026 only from the Office of The Town Clerk, Town Hall, 301 Brooklea Drive, Fayetteville, New York 13066, upon deposit of the sum of \$50 per set. Checks shall be made payable to the Town of Manlius. The full amount of this deposit for one set of contract documents will be refunded to any bidder who has duly submitted a bid, accompanied by the bid security and who returns the contract documents complete and in good condition within 30 days following the award of the contract or rejection of this bid. The full amount of this deposit for one set of contract documents will be refunded to the successful bidder upon the execution of the contract documents.

Each bid submitted shall be accompanied by a certified check in the sum of \$50,000.00, payable to the Town of Manlius, or a bid bond in the sum of \$50,000.00 subject to the conditions provided in the Information to Bidders, Section 2 – Bid Information. Bidders will be provided with a three (3) year actual count (from 2024-2026) of Units that have been served by the Town as a basis for determining its costs associated with the Brush collection and disposal.

The Town Board of the Town of Manlius reserves the right to waive any informality in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the proposed Contract and the provisions contained herein.

**TOWN BOARD, TOWN OF MANLIUS**

**Dated:**

By: \_\_\_\_\_  
Sara Bollinger, Supervisor

## **INFORMATION FOR BIDDERS**

### **SECTION 1 – CONDITIONS OF WORK**

#### **1.01. Receipt and Opening of Bids.**

The Town Board of the Town of Manlius (herein called the “Town”) invites bids on the forms attached hereto for the Collection and Disposal of all Brush in the Town of Manlius Residential Brush District (the “District”). Bid instructions are given in Section 2 hereof. The number of total Units (i.e., residential units served by the Town and the existing Contractor) is as follows: 4866 in 2024, 4870 in 2025, and 4871 in 2026. Each separate residential unit in the Town represents one (1) unit (hereinafter referred to as a “Residential Unit” or “Unit”). Bidders are required to provide a single per Unit Price for the number of Residential Units in the District based on the numbers set forth above. To be clear, although reference is made herein to terminology such as Bid(s), lowest responsible Bidder and the like, this intends to solicit and take into account, as and if to the extent legally permitted, those criteria established under NYS GML §120-w, and subject to NYS GML §103. Reference herein to the "Contractor", "Proposer" or "Bidder" are intended to mean one and the same person or entity and shall mean that or those persons or entities submitting a proposal responsive to the Contract Documents and upon award is intended to mean such person or entity having been awarded the contract subject hereof.

The envelopes containing the bids must be sealed and addressed to the Town Clerk, Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066. The outside of the envelope must bear the name and address of the Bidder and “BID FOR THE COLLECTION AND DISPOSAL OF ALL BRUSH FOR THE TOWN OF MANLIUS RESIDENTIAL BRUSH DISTRICT.”

The Town may consider any informal Bid not prepared and submitted in accordance with the provisions of the Contract Documents and may waive immaterial informalities in or reject any or all bids. Any bid may be withdrawn prior to the above-scheduled time of the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. Bids received by facsimile or e-mail will not be accepted.

#### **1.02. Location and Description.**

The scope of work desired under the Contract Documents shall be the biweekly collection and disposal of all brush generated by one, two, and three

family residences in the District, as shown on the map found at Exhibit B to the Contract.

### **1.03. Commencement and Completion.**

Upon execution and delivery of the attached Contract, performance security, and the delivery of the required insurance certificates and policies by the Contractor to the Town and the approval thereof by the Attorney for the Town, the Contractor will be notified to proceed with the work of the Contract commencing on **January 1, 2027** and continuing through December 31, 2029. The Town will notify Hauler by **October 1st of 2029** whether it wishes to extend the Contract through the two (2) one year option periods. To be clear, the option year contract is a unilateral right that can be exercised only by the Town.

### **1.04. Special Conditions.**

- a. The Contract for the proposed services will be awarded by the Town to the lowest responsible Bidder and pursuant to NYS GML §103 with consideration of qualification pursuant and to the extent legally permitted and applicable under the additional criteria set forth at NYS GML §120-w. The successful Bidder will also be required to obtain a license from the Town to collect such Brush pursuant to the provisions of Town of Manlius Town Code 119-3 and obtaining a Contractor permit issued by the Onondaga County Resource Recovery Agency, seven (7) days after notification of award of the Contract, if the Town determines this Section applies to Brush. The Town, in determining the lowest responsible Bidder, shall consider qualification per the criteria established by law for same and which may include, as legally permitted that criteria set forth at NYS GML §120-w, but not be limited to, evidence of past performance in the Town of Manlius or in supplying such services by such Bidder in other areas or municipalities where such Bidder has rendered such service. Evidence of past failure to collect Brush in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service properly is a rational basis for the Town to determine that a Bidder is not a responsible bidder, even though the bidder may be the low bidder. First-hand experience will play a significant role in such determination. To be clear, the determination of responsibility may include consideration of all the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder such rejected lowest bidder shall be provided all notice and opportunity to be heard rights provided under State Law.

- b.** The successful Contractor shall establish, during the Term of the Contract, one or more specified day(s) of the week other than Saturdays, Sundays or legal holidays for collections from all of the one, two and three family homes within the District, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall, and shall provide to each such homeowner written notice before the first day of any given year, of the scheduled collection days, the Town regulations regarding the collection and disposal of Brush and any other information required by the Town. A copy of the collection schedule shall be filed with the Town Clerk, Town of Manlius, prior to commencement of this contract. No deviation shall be made from said established collection days without prior written approval of the Supervisor of the Town of Manlius or their designee. The Contractor shall immediately notify, in writing, each homeowner of any approved deviation. The Municipal Recycling Liaison shall provide to the Contractor a list of all residences within the District electing to receive services.
- c.** Unless separately authorized hereunder, all collections shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets. The use of plastic bags either inside or outside of containers shall be strictly prohibited. Garage and/or backyard collection shall not be available.
- d.** The Contractor shall use proper care in the handling and emptying of any containers and receptacles and shall not toss or throw them when returning them to the residence or the curb or right of way so that they are not likely to be damaged or destroyed, or in the event that the Contractor shall fail to comply with this provision, the Contractor shall replace such receptacle at their own cost and expense, or make financial restitution therefore, and deliver same to the Town of the damaged within seven (7) days after receipt of a valid claim.
- e.** The disposal of all brush collected shall be the responsibility of the Contractor and shall be performed in accordance with all State and local laws and regulations. The Contractor takes on ownership or responsibility for the collection and disposal of Brush.

- f. All work performed by the Contractor under this Contract shall be performed in a good and workmanlike manner approved by the Town of Manlius.
- g. The Contractor shall faithfully perform and fulfill the agreement and the Contractor will not subcontract or assign this Contract without the written consent of the Town of Manlius. (See attached Contract Section 17 and 25).
- h. If, in the opinion of the Supervisor, rationally based, the Contractor shall fail in any manner to properly perform any part of the attached Contract, the Town may withhold any monies then due to the Contractor until the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. The rate to be used to compensate the Town for disposing of brush shall be **\$250** per hour for collection and hauling plus tipping fees.
- i. The Town of Manlius may terminate the attached Contract upon written notice on any of the grounds set forth in Section 10 of the proposed Contract attached hereto.
- j. COLLECTION OF BRUSH SHALL NOT BE MADE BEFORE 6:00 A.M. OR AFTER 5:00 P.M. (See proposed Contract Exhibit A "Hours of Operation" attached hereto).
- k. The successful Contractor shall be responsible for the pickup and disposal of Brush, which shall include leaves, vegetation, tree and shrub branches, grass clippings, Christmas trees and other acceptable yard waste. Brush should be tied in bundles or placed in rigid plastic, metal or burlap containers. Plastic bags may not be used because they are not recyclable. Containers and bundles of brush may not weigh more than 50 lbs. each, and bundles may not exceed 5 feet in length. Christmas trees may not have any ornaments or tree stands attached. Collection of Brush will run from April to December, with collection services during the month of January limited solely to Christmas trees.
- l. The Contractor shall provide a list of the vehicles that will be used to service the District, including but not limited to, year, make, model and picture of each vehicle.
- m. **Excluded Items.**

Items which are not to be picked up as part of this Contract are construction and demolition materials, lot clearing waste, trees that have been removed, rocks, stumps, sod. Rubbish, garbage, refuse & recyclables are also excluded.

**n. Contract Adjustments.**

The Contractor is permitted to submit an annual adjustment for fuel expense under the following guidelines:

- 1) The Contractor must estimate monthly fuel usage and base per gallon price as set forth on the Energy Information Administration, Official Energy Statistics from the United States Government (EIA) as part of its bid. The base rate submitted shall consider any averaging, regional or market conditions stated therein and shall control through October 1 of a contract year.
- 1) **On October 1<sup>st</sup> of 2029**, if the Town has elected to proceed with the option year contract, the hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the option year.
- 2) The Contractor or the Town may submit on October 1 and January 1 of a contract year an adjustment (in the form of a credit or debit) for fuel charges. This adjustment is based on the per gallon price set in the bid and on October 1<sup>st</sup> of the following year and based on the "EIA" website. A price adjustment shall be requested not later than 60 days from such dates either on behalf of the Contractor or the Town and shall be due only when the per gallon price, set at bid or on October 1, during the Term of the Contract is equal to, but not less than, 5% +/- of the base rate for the period in question. Adjustment shall not in any event exceed 10% +/- . In all other cases, there shall be no adjustment.
- 3) The annual adjustment is only granted based on monthly fuel usage records and supporting evidence from "EIA".

**o. Environmental.**

Any Contractor who is awarded a contract for the collection and disposal of Brush in the Town of Manlius Brush District shall be responsible for the protection of the environment during the

performance of the Contract. (See Section 22 of the proposed Contract attached hereto).

Any action taken and/or funds expended by the Town to address or correct environmental damage of any kind, caused by the operations of a Contractor, shall be recovered by the Town from the Contractor.

**p. Pickup**

As a requirement of this Contract, the pickup of Brush shall occur based on a schedule determined between the Town and the successful bidder, but no less than two times per month on non-consecutive days or weeks from April to December, with collection services during the month of January limited to solely to Christmas trees.

**q. Estimated Units.**

For the purpose of preparing bids for the Town, each bidder shall complete bidding documents using the previous three years actual Units served in the Town District as a basis: A Unit is defined as each residential living unit in those one, two and three family homes within the Brush District depicted on the map included in Contract Exhibit B. The number of Units may change on an annual basis, the exact number to be determined not later than December 1 of contract year and November 1 for a contract option year if elected.

**r. Payments.**

Payment to the Contractors will be made monthly, in equal amounts, at the end of each month as prescribed by the Town of Manlius.

**s. Resolution of Customer Complaints.**

The customer/homeowner should first attempt to resolve the problem with the Contractor directly. If agreement is not reached, the complaint is then presented to the Municipal Recycling Liaison. The Municipal Recycling Liaison has the authority to back charge the Contractor for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. In addition, the Town has the option of utilizing Town personnel in charging the services back to the Contractor. The Town will withhold a **\$250** payment for

each unresolved complaint. (See proposed Contract Exhibit A under subheading “Customer Complaints”).

t. This Contract is not subject to sales tax. No sales tax should be included in the bid. (See proposed Contract Section 16).

**u. SERVICE OPTIONS FOR BIDDERS.**

Bidders will be allowed to set a price for bid on traditional pick up by labor (Option A) and/or pick up by grapple loader truck (Option B). (See Exhibit A of the form contract below – Statement of Work and Town Requirements)

**INFORMATION FOR BIDDERS  
SECTION 2 – BID INFORMATION**

**2.01. Qualifications of Bidders; Evaluation and Selection Process**

The objective of this request for bids process is to select a Bidder whose proposal is judged through the evaluation process outlined in this section, to be in the best interests of the Town of Manlius. All proposals will be evaluated according to the requirements of NYS GML §103, information submitted, including, in addition to having the lowest responsive bid, relevant Unit Pricing, and being deemed responsible, as legally permitted and applicable under the additional criteria set forth at NYS GML §120-w, including: (a) evaluation and verification of the Bidder’s qualifications, experiences and references; (b) evaluation of technical information; (c) evaluation of past experience the Town has with the Contractor; (d) analysis of financial and economic information; or (e) any outstanding violations of the Contractor of federal, state or local rules, regulations, laws or civil/criminal suits that would affect the Contractors ability to perform the Work.

The Town, as its option, will select the proposal most advantageous and suitable to the needs of the Town. Each proposal will be evaluated for completeness and responsiveness. The determination of responsibility may also include consideration of, as legally permitted, the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder, such rejected bidder shall be provided notice of the particulars and if controverted in writing within five (5) days thereof, an opportunity to be heard by the Town in executive session, if permitted by law and so directed by the Town.

At the Town's discretion during the evaluation process, it may either reject any proposal deemed incomplete or nonconforming with instructions or request further information or clarification from Bidders. Proposals of non-qualifying Bidders will not be considered for further evaluation. Each proposal will also be evaluated to determine if the minimum financial and technical requirements are met.

While the overall cost to Town District residents will constitute a major criterion for the evaluation of the proposals, the Town reserves the right to assess the entire proposal for each of the evaluation categories described. The Bidder must demonstrate sufficient financial resources to meet all contract requirements. The proposal will be evaluated relative to the Bidder's creditworthiness, annual report, financial statements, and bonding ability.

ATTACH: Each proposal must include the following:

- A. A list of three municipal references with contact information
- B. A summary of the company driver/operator screening and safety training program
- C. A description of the company electronic tracking system such as GPS and/or on-truck cameras

Contractor experience, in general, project experience, management capability, operations experience, and experience conducting business with the public sector will be evaluated.

A list of descriptions for each evaluation criteria is as follows:

- Project Experience: The project experience of the Bidder will be evaluated according to the following:
  - Previous experience in Brush or refuse collection and disposal management and recycling operations management.
  - Willingness and ability to respond to changes and concerns expressed by the Town representatives.
  - Provided references
  - Commitment and ability to meet schedules and long-term contract obligations.

- History of environmental compliance.
- Management Capability: Bidders will be evaluated based on experience and ability to provide requested services. Management capability will be evaluated according to the following:
  - Project management
  - Worker health and safety policies and practices
  - Experience working with municipal officials
  - Experience of personnel assigned to project management, experience with management of brush collection and disposal operations and recycling collection and processing operations.
- Experience with Public Sector Entities: Bidders experience with the public sector including their track record with municipal contracts and providing public sector access to information will be evaluated. The bidders experience with the Town will play a significant role in determining whether the bidder is a responsible service provider.
- Technical Evaluation submitted in accordance with Proposal Concepts: The purpose of the technical evaluation is to verify that the technical approach and schedule are in the best interests of the Town. Furthermore, the information will be evaluated to determine if it is responsible or if inconsistencies exist.

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.

## **2.02. Bidder's Responsibility**

Prior to the submission of Bids, each Bidder will have inspected the Town site of the proposed work, all road and traffic conditions, and adjacent areas and with due consideration to seasonal and extraordinary weather conditions, and to have read and to be thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to

their bid. In particular, Bidder understands that some or all of the areas and residents within the District including those serviced by Homeowners Association's may not be provided services at some or all times during the Term of the Contract, and any option or renewal Terms.

### **2.03. Addenda and Interpretation**

No interpretation of the meaning of the Town Map, Specifications, or other portions of the Information for Bidders and Contract Documents will be made orally. Every request for such interpretation must be addressed to the Supervisor of the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, and to be given consideration must be sent via registered or certified mail, return receipt requested, or by express mail delivery with a nationally recognized service received at the above address at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be made in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requested to all holders of the Information for Bidders and Contract Documents at the respective addresses furnished for such purposes not later than four (4) days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Information for Bidders and Contract Documents.

### **2.04. Bid Instructions**

All blank spaces on the Bid Form, for the three-year base contract period and the two (2), one-year option periods, must be filled in. Each Bidder shall appropriately fill in with ink, both the words and the figures.

### **2.05. Bid Security**

Each bid shall be accompanied by a certified check or a bid bond from the Bidder, payable to the Town in an amount of **\$50,000.00**.

Failure to submit bid security as described above shall be sufficient cause for rejection of the Bid(s) of such Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within five (5) days after the formal opening of Bids, and the remaining bid securities will be returned to the lowest unsuccessful Bidders within the forty-eight (48) hours after approval by the Attorney for the Town of the executed Contract and the insurance furnished, or if no Contract has been so executed within sixty (60) days after the date of the opening of the Bids, upon demand of

the Bidder at any time thereafter so long as they have not been notified of the acceptance of the Bid.

**2.06. Discrepancy in Bids**

In the event there is a discrepancy in any Bid between the Unit Price(s) and the extended totals, the Unit Price(s) shall govern. In the event there is a discrepancy in any Bid between the Unit Price(s) or lump sum price(s) written in figures, and the Unit Price(s) or lump sum prices written in words, the Unit Price(s) or lump sum price(s) written in words shall govern.

## **2.07. Lowest Bidder**

Bids will be compared on the basis of the lowest per Unit cost for the three-year base period and the two (2), one (1) year option periods.

The lowest Bidder will be that Bidder whose Bid is lowest and Total Units Price is based on that and therefore also lowest. The previous three-year Total Unit numbers have been provided for the Bidders which will be the basis for the Bid. The Town reserves the right to award the Contract to the lowest responsible Bidder meeting the specifications for the contract period.

## **2.08. Award of Contract**

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the three-year base contract and the two one-year option periods, and, who, in the opinion of the Town, is suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at NYS GML §120-w.

It is the intention of the Town that the contract will be awarded within thirty (30) calendar days after the opening of the Bids to the lowest responsible Bidder whose Bids conform to the requirements of the Bidding Contract Documents. Nevertheless, even after the expiration of such thirty (30) days, the Town may accept a Bid and award the contract to any Bidder whose Bid has not been withdrawn prior to such acceptance. In any event, no Bid may be withdrawn prior to sixty (60) calendar days after the opening of Bids.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

## **2.09. Liquidated Damages for Failure to Execute Contract**

The successful Bidder, upon their failure or refusal to execute and deliver the attached proposed Contract, or a contract substantially similar to the attached, together with all policies and certificates of insurance within seven (7) days after they have received notice of acceptance of his/her/its Bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with the Bid.

## **INFORMATION FOR BIDDERS**

### **SECTION 3 – BOND AND INSURANCE PROVISIONS**

#### **SECURITY FOR FAITHFUL PERFORMANCE**

##### **3.01. AWARD OF CONTRACT**

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the three-year base contract years and the two option periods and, who, in the opinion of the Town, is suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at NYS GML §120-w. The Town may determine the lowest bid based on the average Unit Price over the Term of the Contract or any option period.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the Town and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

##### **3.02. ESTIMATED QUANTITIES**

The Bidder, by submitting their Bid, agrees that they are satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing the Bids.

##### **3.03 SECURITY FOR FAITHFUL PERFORMANCE**

Contractor shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town with cash security, an irrevocable letter of credit or a properly executed Performance Bond each to be in the amount of 100% of the total contract price bid for each year of the contract, for the purpose of securing the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with a local office in Onondaga County. If a bond, same shall be executed by the Contractor and a Corporate Surety licensed to transact such business in the State of New York

and with a local agent or representative in Onondaga County. The form of such required bond must conform to any specifications included herewith and in the case of a bond or letter of credit include a letter from the issuer or surety indicating that it conforms to same and the issuer's willingness to issue same in the event of bid award. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Contractor. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Contractor shall, not later than five (5) days therefrom substitute an acceptable letter of credit or Bond (or Bonds) in such form and sum and signed by such other issuer surety or sureties as may be satisfactory to the Town Board. The fee or premiums on such letters of credit or Bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

### 3.04 INSURANCE REQUIREMENTS FOR CONTRACTORS

Upon execution of the Contract, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Town with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Town as Additional Insured, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Contractors or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Contractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Endorsement shall provide that the insurer must give the Town at least 30 days prior written notice of material modification, cancellation or termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Town with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the Town with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town. Coverage's shall be no less than the following:

- i. **Workers' Compensation and Employer's Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor and the Town prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.**
- ii. **Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.**
- iii. Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

The bidder shall include, with its bid, the proposed form of insurance certificate, together with a letter from the issuer indicating it substantially complies with the provisions hereof and of its willingness to issue same in the event of contract award.

**INFORMATION FOR BIDDERS**  
**SECTION 4 – STATE PROVISIONS**  
**STATE OF NEW YORK**

4.01           WORKERS' COMPENSATION

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at their own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914 as amended.

4.02           LABOR LAW

Pursuant to subdivision 2 of Section 220 of the Labor Law, it is stipulated that no laborer, workman, or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in cases of extraordinary emergency, including fire, flood or danger to life, or property, or in cases of national emergency when so proclaimed by the President of the United States of America.

4.03           LABOR PREFERENCE

With respect to all skilled, semi-skilled and unskilled workers employed under this Contract:

- A.     Priority of employment shall be given to veterans in all practical cases.
- B.     Preference in employment shall be given to persons from the public assistance rolls where such persons are available and qualified to perform the work to which the employment relates.

4.04           NON-DISCRIMINATION

Except as specifically provided above, workers who are qualified by training and experience and who, as above outlined, are referred for work on the Project under this Contract, shall not be discriminated against.

#### 4.05 CONTRACT CANCELLATION CLAUSE

The Contractor and/or Vendor and/or Supplier hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract:

1. Such person, and any firm, partnership, or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such persons and by any other firm, partnership or corporation of which they are a member, partner, director, or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

#### 4.06 HOURS AND WAGES (See Labor Law Section 220)

No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the Contractor, Subcontractor or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the Fiscal Officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the Fiscal Officer follows this section and is a part of this Contract. Wage rates predetermined in accordance with the law will be transmitted, when received, to the Contractor and will become a part of this Contract at no cost to the Town. Any person employed on the site of the work on an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the Fiscal officer.

The Contractor's attention is invited to Labor law, Section 220 and related Sections in their entirety.

#### 4.07 DISCRIMINATION PROHIBITED (See Labor Law Section 220-e)

The Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of New York:

- (a) That in hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color national origin, sex or any other protected class recognized by the United States or the State of New York shall discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no Contractor, Subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, sex, or any other protected class recognized by the United States or the State of New York;
- (c) That there may be deducted from the amount payable to the Contractor by the Town under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;

- (d) That this Contract may be cancelled or terminated by the Town and all monies due to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State of a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

#### 4.08 DUST HAZARDS (See Labor Law Section 222-a)

If, during the performance of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at their expense.

The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

#### 4.09. NON – COLLUSION CERTIFICATION (See General Municipal Law Section 103 – d or where applicable Public Authorities Law Section 2604)

Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.

#### 4.10 WORKERS' COMPENSATION (See General Municipal Law Section 108)

This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provisions of the worker's compensation law.

#### 4.11 LIEN LAW

The attention of the Contractor is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

#### 4.12 SALES AND USE TAX EXEMPTIONS

The Town is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York.

Accordingly, the following transactions, if occurring under this Contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) the sale of materials, equipment and supplies to the Town;
- (b) the sale to the Contractor or their Subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the Project or in adding to, altering or improving any real property included in the Project, provided that such materials, equipment, and supplies are to become an integral component part of such structure, building or real property (i.e., incorporated in the Project);
- (c) the sale to the Contractor or their Subcontractors of materials, equipment and supplies to be resold to the Town other than those described in (b) above.

This Project is to be bid, the Contract drawn, and payments made in such manner that the Town shall have the full advantage of all available exemptions from sales and compensating use taxes.

The Contractor, their Subcontractors and their material men shall complete New York Sales Tax Contractor Exempt Purchase Certificate and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The Contractor and their Subcontractors shall maintain and keep for a period of six years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year period, until such claim determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all tax exempt materials, equipment and supplies purchased by each.

Each Bidder shall include in this Bid and shall be responsible for the payment of all costs and liabilities (other than those directed to be excluded as in

this section above provided) for the amounts assessed under any applicable sales, consumer, use or similar tax, any assessment or tax upon the wages and salaries paid employees of the Bidder and the Subcontractors under the Contract and any other applicable taxes however assessed.

**BID SECTION**

BID

TOWN OF MANLIUS

COLLECTION AND DISPOSAL

OF ALL

BRUSH

TO THE TOWN BOARD, TOWN OF MANLIUS

The undersigned hereby declares that they have carefully examined all Bidding and Contract Documents and that they have personally inspected the actual location of the Work, together with the local sources of supply, has satisfied themselves as to all the quantities and conditions, and understands that in signing this Bid they waive all right to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Advertisement for bids and the Documents relating thereto, the Bidder hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned further agrees to accept the Unit prices, if any, set forth, as full payment for or the amount of credit to the Town for, any deletions, additions, modifications or changes to the portion or portions of Work covered by said unit prices.

**BID  
FOR COLLECTION AND DISPOSAL  
OF BRUSH  
FOR THE  
TOWN OF MANLIUS  
ONONDAGA COUNTY, NEW YORK**

The Signer of this Bid declares:

**That they have carefully examined the annexed form of this Agreement and all Contract Documents.**

**NON-COLLUSIVE BIDDING CERTIFICATION**

Pursuant to Section 103-d of the General Municipal Law, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

Affix Seal  
if Principal  
is Corporation

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Signature of Authorized Office of Bidder

Date: \_\_\_\_\_

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF ONONDAGA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_  
Name of Bidder and  
\_\_\_\_\_  
Each Person Signing on Behalf of Bidder

to me known, who being by me duly sworn, did swear and affirm that they reside  
at \_\_\_\_\_

that they are the \_\_\_\_\_ of the Bidder herein and signs the  
foregoing Non-Conclusion Certification on behalf of such Bidder; that they  
executed the foregoing Non-Conclusion Certification; and that, to the best of  
his/her knowledge and belief, the statement made in the foregoing Non-  
Conclusion Certification is true.

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:** \_\_\_\_\_

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within seven (7) days after the date of such mailing or delivering of such notice, execute and deliver the Contract or Contracts in substantially the form of the Agreement attached hereto.

The undersigned hereby designates as their office to which such notice of acceptance may be mailed or delivered: \_\_\_\_\_

The undersigned further agrees to comply with the requirements as to the conditions of employment and hours of labor set forth in the Bid and proposed Contract Documents.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this proposal is either a certified check or Bid bond for the sum of Fifty Thousand Dollars (\$50,000.00), which shall become the property of the Town, if, in case this proposal shall be accepted by the Town, the undersigned shall fail to execute a Contract with and give the required bonds and insurance to the Town within seven (7) days after the date of said mailing or delivering of said notice of acceptance.

Dated: \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature of Authorized Officer of Bidder)

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\* Insert Bidder's name; if a corporation, give the exact official corporate name and affix the Corporate Seal; if a partnership or an individual doing business under an assumed name, give the exact official name as it appears on the Assumed Name Certificate.

**RESOLUTION**

**(Corporate Bidders Only)**

Resolved that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for Collection and Disposal of Brush for the Town of Manlius and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_  
corporation at a meeting of its board directors held on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

---

**(SEAL OF THE CORPORATION)**

\_\_\_\_\_  
Secretary

**ATTACH  
BID SECURITY  
TO THIS SHEET**





**ATTACHMENT TO CONTRACT**

**ACKNOWLEDGEMENT OF TOWN ATTESTING CONTRACT**

**STATE OF NEW YORK**            )  
  ) **ss:**  
**COUNTY OF ONONDAGA**        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that they are the \_\_\_\_\_ of the Town of Manlius described in and which executed the foregoing instrument; that they know the seal of said Town; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that they affixed it thereto and attest the same over his/her signature by virtue of the authority in them vested.

\_\_\_\_\_  
**Notary Public**







**ATTACHMENT TO  
CONTRACT**

**CERTIFICATE OF ATTORNEY FOR THE TOWN**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the Town, do hereby certify as follows:

I have examined the foregoing Contract and \_\_\_\_\_ (cash security/letter of credit/performance bond) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

**Dated:** \_\_\_\_\_

\_\_\_\_\_

**Attorney**

**for the Town**

**ATTACHMENT TO  
CONTRACT**

**ATTACH INSURANCE CERTIFICATES HERE**

## PREVAILING WAGE SCHEDULE

**TOWN BRUSH CONTRACTOR SERVICES CONTRACT**

This **AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Between: **Town of Manlius**, a municipal corporation, having its principal office at:

301 Brooklea Drive  
Fayetteville, New York 13066  
hereinafter called "**Town**"

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called "**Contractor**"

In Consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. SUPERCEDING EFFECT**

This Contract supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract. The foregoing notwithstanding, in the event of any conflict or contradiction between the terms, conditions and provisions of this Contract, the bid documents which are part of and incorporated herein, and the description of the work attached hereto as Exhibit "A" and/or any other exhibit, the provision, term or condition, and regardless of which document same is contained in, most favorable to Town, and its residents, as determined by the Town, shall control and prevail. Upon request of Bidder or if post contract execution any request is made for Towns interpretation in this regard, Town shall provide a letter referencing each such term, condition or provision questioned, and advising as to each, the controlling provision, term or condition and which letter shall be deemed a binding clarification of the Contract for the Term, including any option or extension thereof.

## 2. SCOPE OF WORK

The Contractor shall furnish all the services, including equipment, manpower, and materials necessary to perform the work associated with the collection, removal and disposal of all Brush from one, two and three family residences within the District that receive such services in compliance with the Town's requirements as set forth in Exhibit A, which is attached hereto and made a part hereof, at all locations throughout the Town District as set forth in the map of the Town at Exhibit B, which is also attached hereto and made part hereof. Prior to commencing any work, the Contractor shall attend a meeting at a place and time designated by the Town to discuss the implementation of the terms and conditions of this Contract. All work shall also be completed in compliance with the Onondaga County Source Separation Law as shown on Exhibit C. FURTHER, if the Contractor is providing Brush services as a new Contractor, it shall furnish all residents of the Brush District with a notice by January 15, 2027 that it will be providing Brush services and contact information along with other information detailing how the Brush services will be provided and how they can sign up.

## 3. PERIOD OF PERFORMANCE

- A. The base term (Term) of this Contract shall be from January 1, 2027 to December 31, 2029.
- B. The Town is given an option to extend the Term of the Contract at the prices set forth in Section 5.A herein for two, one-year periods from January 1, 2030 to December 31, 2030 and January 1, 2031 to December 31, 2031. The Town must notify Hauler in writing by October 1 of the preceding year in advance of the option year of its intent to exercise such option for the next year.

## 4. PARTICIPANT IN COUNTY SOLID WASTE MANAGEMENT SYSTEM

The Town of Manlius is one of 33 municipalities participating in the Onondaga County Solid Waste Management System, having contractually agreed to deliver all solid waste from the Town to Onondaga County Resource Recovery Agency ("OCRRA") disposal facilities. As a condition of this Agreement, Hauler, therefore, agrees to deliver all solid waste, garbage, rubbish, refuse, and trash collected within the Town of Manlius to OCRRA facilities during the term of this Agreement.

**5. CONSIDERATION AND PAYMENT**

**A.** The Town shall pay to Contractor the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the base year, payable in twelve (12) equal monthly installments for each year. Future years of service will be paid for at the bid per Unit Prices and multiplied by the actual number of one (1) to three (3) family dwelling residential living units in the District on October 1 of each year.

**B.** **If applicable**, the parties acknowledge that each of the annual amounts herein above stated was calculated based upon an OCRRA tipping fee of \$111 per ton, which represents the OCRRA tipping fee for calendar year 2026 after a \$4 rebate has been granted to a Contractor of municipal solid waste in good standing. In the event that OCRRA changes its tipping fee through a rebate, user fee, or simply increases or reduces the tipping fee, then the amount to be paid to Contractor shall be either increased or decreased, as the case may be, by the change in the tipping fee, but, only if such change is greater than 5%. Any such new rate shall take effect in the first day of the month depending upon which OCRRA's new tipping fee is effective.

In the event of any such adjustment in the tipping fee, the Contractor shall furnish the Town with an accurate record of such actual monthly tonnage of ordinary garbage, trash, rubbish, and refuse which is collected under this Contract in the Town. If such a record is not furnished or cannot be corroborated by the Town, the Town may estimate such tonnage for purposes of calculating the appropriate adjustment to the monthly payment.

If, during the term of this Contract, OCRRA, though a rebate or otherwise, reduces the Contractor's cost of disposing ordinary garbage, trash, rubbish, and refuse at the OCRRA facility, which is not fully reflected in a corresponding reduction in the tipping fee, the monthly payment owing the Contractor shall thereafter be adjusted equitably by the Town to reflect such reduction, after consultation with the Contractor.

**C.** Contractor will provide the Town with Performance Securities in the amounts set forth in Section 3.03 of the Information for Bidders (which is incorporated herein by reference) as security for its faithful performance of this Agreement which the Town may utilize in the event of any default in performance by Contractor.

**6. NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:

**A.** To the Town:  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

**B.** To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. CONFLICT OF INTEREST**

Contractor hereby warrants that there is no conflict of interest with Contractor's other contracts or other employment, if any, with the activities to be performed hereunder and that Contractor shall advise Town if any conflict or potential conflict of interest exists or arises in the future. A Conflict-of-Interest affidavit is attached hereto and must be executed for this Contract to be effective.

**8. INDEPENDENT CONTRACTOR**

In all matters relating to this Contract, Contractor shall be acting as an independent Contractor. Contractor shall not have any authority to assume or create any obligation, express or implied on behalf of Town and Contractor shall not have the authority to represent itself as an agent or employee of Town.

**9. STANDARD OF PERFORMANCE**

In the event that the Contractor shall at any time during the term of this Contract, fail or refuse to accept materials to be collected and/or processed pursuant to this Contract for reasons other than force majeure, the Contractor shall be liable to the Town of Manlius for the actual cost that the Town would be required to collect, haul and dispose of the material. Provided, however if the Contractor is unable for any cause to resume performance, at the end of thirty (30) calendar

days, all obligation of the Town under the Contract to the Contractor shall cease and the Town shall be free to negotiate with other Contractors. Nothing contained herein shall limit the responsibilities and obligations (either financial or performance related) of the Contractor in the event the Town determines to hire another Contractor.

## **10. TERMINATION**

The Town reserves the right to stop work or to terminate this Contract at any time on written notice any of the following grounds:

- A.** The Contractor has not complied with the terms of this Contract or has failed to perform the obligations imposed on it by said Contract.
- B.** The Contractor has been adjudicated or bankrupt or has made an assignment of its assets for the benefit of creditors.
- C.** The Contractor has failed to maintain both a permit with OCRRA and a Town Contractor's License or has either revoked for just cause.
- D.** Contractor, if required, has not delivered all brush hereunder to the Onondaga County Solid Waste Management System operated by OCRRA as required herein.

If this Contract is so terminated, Town shall be liable only for the payment of services performed and approved prior to the effective date of termination, which for purposes herein is the date of mailing of the Notice of Termination.

## **11. APPLICABLE LAW**

This Contract shall be interpreted in accordance with the laws of the State of New York.

## **12. PROHIBITION AGAINST SUBCONTRACTING**

Contractor may not use a subcontractor for any part of the work to be performed under this Contract except with the prior written consent of the Town.

## **13. RISK OF LOSS**

The Contractor assumes the risk of, and shall at all times be responsible for, any loss or damage to Contractor's boxes, compactors or other equipment or materials furnished under this Contract and maintained on properties within the Town. The Contractor shall maintain adequate insurance to cover this risk.

#### **14. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities, agencies and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.

#### **15. WARRANTY OF SERVICES**

Upon written notice from the Town of any defective service, Contractor shall correct or re-perform any defective or nonconforming services at no cost to the Town and any services corrected or performed by the Contractor pursuant to this clause shall be subject to all provisions of this Contract to the same extent as work initially performed. The Town, upon the failure of the Contractor to collect the brush in accordance with the terms herein, which failure has not been cured within two (2) days following written notice thereof, shall have the right to (1) withhold any monies then due to the Contractor until the Contractor shall properly perform same and/or (2) hire and retain any other Contractor to do the collection or removal and deduct the cost to expense thereof from the amount due to the Contractor hereunder or from the security hereunder. If the Town does not require correction or re-performance, the Town shall make an equitable adjustment in the Contract price. The rate to be used to compensate the Town for disposing of brush shall be \$250 per hour for collection and hauling plus tipping fees for disposal. In the event that defective service becomes a pattern or common occurrence by the Contractor after specific findings by the Town Board, the Town reserves the right to terminate this Contract and enter into a new contract with another Contractor.

#### **16. TAXES**

The Town is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Town pursuant to this Contract.

#### **17. SECURITY FOR FAITHFUL PERFORMANCE**

Contractor shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town Board with cash security, an irrevocable letter of credit or Performance Bond each in a sum equal to the amount of the Contract based on the Bid price for each year for the purpose of securing the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such

letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with a local office in Onondaga County. If a bond, it shall be executed by the Contractor and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Contractor. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Contractor shall, not later than five (5) days therefrom substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

## 18. **INSURANCE**

Upon execution of the Contract, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Town with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Town as Additional Insured, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Contractors or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Contractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Endorsement shall provide that the insurer must give the Town at least 30 days' prior written notice of material modification,

cancellation or termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the Town with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town Board. Coverage's shall be no less than the following:

- i. **Workers' Compensation and Employer's Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor and the Town prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.**
- ii. **Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.**
- iii. Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.

## **19. HOLD HARMLESS**

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Town of Manlius, its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall

apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

## **20. CHANGES**

The Town may, at any time, and from time to time, by a written order, make changes within the general scope of this Contract, including, but not limited to, the definition of services to be performed, and the time (*i.e.*, hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for an adjustment under this clause must be asserted by the Contractor in writing within fifteen (15) days from the date of receipt by the Contractor of the written change order unless the Town grants, in writing, an extension to the fifteen (15) day period. Charges for any extra work or material will not be allowed unless made pursuant to this clause.

## **21. INSPECTION OF SERVICES**

All services provided by Contractor hereunder shall be subject to inspection and test by the Town, to the extent practicable, at all times and places during the term of the Contract. All inspections and tests by the Town shall be made in such a manner as to not unduly delay the work.

## **22. PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, structures, streets, equipment, trees, and vegetation in the Town. If the Contractor fails to do so, Contractor shall replace or repair the damage at the Contractor's expense. If Contractor refuses or fails to make such repair or

replacement, the Contractor shall be liable for the cost thereof which may be deducted by the Town from payments due or which may become due to the Contractor.

**23. SAFETY**

The Contractor shall be responsible for safety related to and during the performance hereunder. The Contractor shall ensure that its employees are notified of and observe and abide by all safety regulations and laws, including, but not limited to, those issued by the Town. The Contractor shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property.

**24. BREACH OF CONTRACT**

In the event of the breach of this Contract by either party, the successful litigant shall be entitled to recover reasonable attorney's fees, any and all court costs, expert witness fees, disbursements, including, but not limited to, such costs incurred prior to and during litigation.

**25. ASSIGNMENT OF CONTRACT**

This Contract cannot be assigned by Contractor to an unrelated third party without the prior written consent of the Town. Contractor agrees that if Contractor's business is acquired in whole or in part by another solid waste Contractor, Contractor will require the purchaser of Contractor's business to agree to fully assume all responsibilities of the Agreement and to be fully bound by all the terms and conditions of this Contract which will not be assigned in part, and Contractor will make such acceptance of an assignment of this Contract a pre-condition to the purchase of its business.

**IN WITNESS WHEREOF**, the parties have executed this Contract which is effective as of \_\_\_\_\_, 20 .

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Company:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**Town of Manlius**

By: Sara Bollinger

Title: Supervisor

Address: 301 Brooklea Drive

Fayetteville, New York 13066

Dated: \_\_\_\_\_

**AGREEMENT**

**(Attach Insurance Certificates Here)**

**AGREEMENT**

**(Attach Performance Bond Here)**

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## **EXHIBIT A**

### **STATEMENT OF WORK AND TOWN REQUIREMENTS**

The successful Contractor shall be responsible for the pickup and disposal of Brush, which shall include leaves, vegetation, tree and shrub branches, grass clippings, Christmas trees and other acceptable yard waste. Plastic bags may not be used because they are not recyclable. Christmas trees may not have any ornaments or tree stands attached. Collection of brush will run from April to December, with collection services during the month of January limited solely to Christmas trees.

The Contractor shall cause all of its employees and other persons performing work hereunder to comply with all instructions pertaining to conduct and regulations issued by the Town. All of the Contractor's employees shall wear readily visible identification mutually satisfactory to the Town and the Contractor. The Town may promulgate and modify from time-to-time rules and regulations relating to conduct as the Town, in its sole discretion, may determine and the Contractor shall cause all of its employees performing work to comply with such regulations. The Contractor must recognize that Town neighborhoods are places where children and others are at all times. Therefore, the Contractor agrees to obey the Town regulations at all times so as to always ensure a safe and respectable presence upon roads, streets, highways, and parking lots on the Town.

#### **Specifications for Brush Removal Services**

##### **General Provisions**

- The Contractor shall collect all brush in the District at each location based on a schedule determined between the Town and the successful bidder, but no less than 2 times per month.
- The Town Board will direct residents to place all items to be collected by the Contractor at the curb line in front of their respective residences on the designated collection day.
- The Contractor shall, upon collecting all brush in accordance with this Agreement, keep the pickup areas as clean as possible.
- Excluded items which are not to be picked up as part of this Contract are construction and demolition materials, lot clearing waste, trees that have been removed, rocks, stumps, and sod. Rubbish, garbage, refuse & recyclables are also excluded.

- The Contractor will instruct its personnel to be courteous at all times during the performance of their work and will establish a procedure to promptly resolve complaints made by District residents as to service.
- The Contractor shall provide the Town with the phone number of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch personnel and equipment to rectify problems created by the Contractor.
- Progress and coordination meetings shall be held as required by the Town, with the Contractor's supervisory representatives with decision making authority, in attendance.
- Brush shall be collected annually from April 1 until December 31, with collection service during the month of January limited solely to Christmas trees.

**SERVICE OPTIONS FOR BIDDERS. Bidders will be allowed to set a price for bid on traditional pick up by labor (Option A) and/or pick up by grapple loader truck (Option B).**

**Service Option A (Pick up by Labor)**

Brush should be tied in bundles or placed in rigid plastic, metal or burlap containers. Containers and bundles of brush may not weigh more than 50 lbs. each, and bundles may not exceed 5 feet in length.

- All brush shall be placed at the road/street edge off of the paved road surface in containers or bundles in such a manner that it shall not constitute an obstruction to drainage, traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks.
- Containers and bundles of brush shall not weigh more than 50 lbs. each, and bundles shall not exceed 5 feet in length.

## Containers

### for Option A (Pickup by Labor)

- District residents electing to dispose of brush in containers shall use rigid plastic, metal or burlap containers.
- Containers must not weigh over fifty (50) pounds when full.
- All residential collection shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks.

### Service Option B (Pickup by Grapple Loader Truck)

- All residential collection shall be made from the curb.
- Brush should be piled neatly parallel to the road/street.
- Limbs shall not exceed 10 feet in length.

## Vehicles

- Contractor shall provide adequate trucks, together with covers and containers, to prevent the falling off or spilling off from the vehicles of the materials and items collected under this Agreement.
- All Contractors' vehicles shall be equipped in accordance with all Department of Transportation and Interstate Commerce Commission requirements.
- All Contractors' vehicles shall be well maintained and operating in accordance with all Department of Motor Vehicles regulations.
- All Contractors' vehicles shall have insurance at all times hereunder in accordance with New York State Insurance Law.
- All Contractors' vehicles shall be equipped with adequate windows and mirrors so as to provide the driver with complete vision of the container, the surrounding areas, and the emptying operation.
- All Contractors' vehicles shall be equipped with back-up alarms.

- Contractor shall have back-up vehicles available as replacements in the event of a breakdown.
- All Contractors' vehicles shall obey posted speed limits while operating within the Town.
- While operating within the Town, Contractor shall not throw or scatter or cause to be scattered or deposited or to escape from the vehicle any brush.
- Any Contractor vehicle parked or garaged in the Town shall be parked or garaged at locations approved by the Town.
- All of Contractor's vehicles shall be conspicuously labeled with the name and telephone number of Contractor.

#### **Option A**

- All brush collected under this Contract shall be collected, hauled and transported in trucks that meet all state and local governmental requirements. Trucks must be covered and shall be either rear or side loaded. Front end loading collection vehicles are generally not acceptable. Backing collection vehicles during collection of brush down through streets and cul-de-sacs where there is sufficient space for a full turning radius will not be allowed. When backing a vehicle is unavoidable, such as a dead-end street, a second employee of the Contractor must exit the vehicle and direct the driver's path to ensure safety.

#### **Option B**

- All brush collected under this Contract shall be collected, hauled and transported in grapple loader trucks that meet all state and local governmental requirements. When backing a vehicle is unavoidable, such as a dead-end street, a second employee of the Contractor must exit the vehicle and direct the driver's path to ensure safety.

#### **Hours of Operation**

- Contractor shall conduct all work hereunder (i.e., brush pick up) during the following hours of operation: 6:00 am to 5:00 pm on Monday through Friday in an established uniform schedule. In any week when a major

holiday falls on a weekday, then collection is allowed on Saturday. Contractor shall provide to each residence in the District receiving service written notice of the scheduled Collection Day and the holidays to be observed. The collection schedule shall be filed with the Town Clerk prior to commencement of this Contract. No deviation shall be made from said established collection days without the prior written approval of the Supervisor of the Town of Manlius or his/her designee. The Contractor shall immediately notify, in writing, each residence in the District receiving service of any approval change in the collection schedule.

### **Special Events**

- For special events the Contractor shall respond to the needs of the Town by adjusting its collection schedule to ensure that no delivery or collection will interfere with such event.

### **Clean-up**

- Contractor shall be responsible for cleaning areas of loose brush dropped at the pick-up sites during the collection process.

### **Removal of Brush**

- Where certain brush was not collected because those materials were not placed in a proper fashion, the Contractor shall respond to the Town's needs by making an unscheduled pick-up to collect all such brush.
- Contractor shall pick up all brush. In the event that the Contractor does not pick up all brush properly placed for pick up, then the Contractor shall make an arrangement to promptly (i.e., within 24 hours) return to pick up all remaining brush or the Town may hire a third party to do so, and Contractor shall pay for the cost of removal of all such brush.

### **Excluded Materials**

- The following materials are specifically excluded from this Contract and shall not be picked up by the Contractor:
  - Construction and demolition materials
  - Lot clearing waste
  - Trees that have been removed

- Rocks
- Stumps
- Sod
- Rubbish, Garbage, Refuse and Recyclables

### **Customer Complaints**

- The Contractor is responsible for handling all complaints and will document complaints received on a form provided by the Town. On an annual basis, the Contractor will provide District residents with at least one phone number and contact person for complaint purposes. The resident should first attempt to resolve the complaint with the Contractor directly. If agreement is not reached, the complaint will be presented to the Municipal Recycling Liaison. The Municipal Recycling Liaison has the authority to back charge the Contractor for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. **If the complaint is not so resolved, the Town shall have the right to withhold Two Hundred Fifty Dollars (\$250.00) in payment for each unresolved resident complaint. Upon documentation of a complaint resolution, the Two Hundred Fifty Dollar (\$250.00) withholding shall be returned to the Contractor with the next monthly payment.**

**CONTRACT**

**EXHIBIT B**

**TOWN OF MANLIUS RESIDENTIAL BRUSH DISTRICT MAP**

**CONTRACT**

**EXHIBIT C**

**LOCAL LAW NO. 2012-2  
A LOCAL LAW ENACTING A NEW ONONDAGACOUNTY SOURCE  
SEPARATION LAW, AND REPEALING LOCAL LAW 12-1989, AS AMENDED  
BY LOCAL LAW 14-1991**

**PAYMENT ITEM 1**  
**COLLECTION AND DISPOSAL**  
**OF ALL**  
**BRUSH**

**Work Included**

- All labor, equipment and materials necessary for and incidental to the collection and disposal of all brush from all one, two and three family residences within the District that receive such collection and disposal services.
- Performance of all operations with the conditions set forth in the Information for Bidders, Section 1, as well as Exhibit A to proposed Contract attached hereto.
- Collection and disposal of such brush in accordance with the provisions of the OCRRA Contractors Permit and Contract for the Use of Agency Facilities.

**Method of Payment**

Payment for all work under this Contract will be made in equal monthly installments in arrears at the end of each month.

INFORMATION FOR BIDDERS  
AND  
CONTRACT DOCUMENTS  
FOR  
COLLECTION AND DISPOSAL  
OF ALL  
REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES  
FOR THE  
TOWN OF MANLIUS  
ONONDAGA COUNTY, NEW YORK  
ISSUANCE DATE –

.....

TOWN BOARD

SARA BOLLINGER, SUPERVISOR

ALISSA ITALIANO, DEPUTY SUPERVISOR

BRETT EDKINS  
KATELYN KRIESEL  
MICHAEL NESCI

INGRID MCCURDY  
WILLIAM NICHOLSON

CARRIE GREVELDING, TOWN CLERK

.....

HARRIS BEACH MURTHA, PLLC  
ATTORNEY FOR THE TOWN

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NOTICE TO BIDDERS  
FOR COLLECTION & DISPOSAL OF ALL  
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES  
FOR THE TOWN OF MANLIUS  
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for the Town of Manlius (the "Town") will be received by the Town Board, Town of Manlius, Onondaga County, New York at the office of the Town Clerk, 301 Brooklea Drive, Fayetteville, New York 13066, until **August 5th, 2026**, at 10:00 a.m. local time, and there at said office at said time publicly opened and read aloud.

This contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables (the "Contract" or the "Refuse Contract") in the Town of Manlius Residential Trash District ("the District") for a three (3) year period beginning **January 1, 2027** with two (2) additional one year (1) option periods, as set forth below.

The boundary description and a full-sized map of the District are on file in the office of the Town Clerk and may be examined by all persons interested therein during regular business hours. Any bidder (the "Bidder" or the "Hauler") bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

This Bid shall be limited to the collection and disposal of solid waste from all one, two and three family residences in the District, each such dwelling unit within a 1, 2 and 3 family residence is defined and referred to as a "Unit" hereinafter, the boundaries of which shall be the same as the Town, **excluding** the Villages of Manlius, Fayetteville and Minoa. Solid waste shall be collected along all public roads, as well as any private roads that currently receive postal service. The Town shall not provide service during the term of this Contract to any residential unit, including Homeowners Association maintained residential units, that have opted out of such service unless notified of the election to opt-in, sent via registered or certified mail return receipt requested addressed to "Town of Manlius Trash/Brush Coordinator-Opt-in Election" 301 Brooklea Drive, Fayetteville New York 13066 not later than September 1 in which year the Refuse Contract is operative. See also Section 2.02 of the Information For Bidders, following.

The Information for Bidders and Contract Documents consisting of this Advertisement, Information for Bidders, Bid, Agreement, and Town Map (collectively, the "Contract Documents") may be obtained from the Town Clerk.

Procedures relative to clarification, interpretation, and supplemental instructions are contained at Section 2.03 of the Information For Bidders and shall be strictly construed.

Copies of the above-described Contract Documents may be obtained starting on **June 11th, 2026** only from the Office of The Town Clerk, Town Hall, 301 Brooklea Drive, Fayetteville, New York 13066, upon deposit of the sum of \$50 per set. Checks shall be made payable to the Town of Manlius. The full amount of this deposit for one set of contract documents will be refunded to any Bidder who has duly submitted a Bid, accompanied by the Bid security and who returns the contract documents complete and in good condition within 30 days following the award of the contract or rejection of this Bid. The full amount of this deposit for one set of contract documents will be refunded to the successful Bidder upon the execution of the contract documents. A refund of in the amount of \$50 will be made for the return within 30 days following the award of the contract or the rejection of the bids of other sets of contract documents complete and in good condition.

Each Bid submitted shall be accompanied by a certified check in the sum of \$50,000 payable to the Town of Manlius, or a Bid bond of \$50,000.00 subject to the conditions provided in the Information to Bidders, Section 2 – Bid Information. An Estimated Total Unit range of numbers has been given for purposes of determination of a per Unit number Bid and which per Unit number shall apply to the service of any total Units number within the stated range and otherwise during the Contract Term except as agreed to be adjusted including for actual number of Units. To the extent a Bidder determines its Unit Price number may differ within that range, pricing may be given for Total Units within that range in increments of 500 Units and with a per Unit and Total Units price within each such increment. Bidders however are encouraged to provide a single per Unit Price for any number of Total Units within such range.

The Town Board of the Town of Manlius reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each Bidder is responsible for familiarizing himself with all the terms and conditions of the proposed Contract and the provisions contained herein.

**TOWN BOARD, TOWN OF MANLIUS**

**Dated:**

By: \_\_\_\_\_  
SARA BOLLINGER, Supervisor

## **INFORMATION FOR BIDDERS**

### **SECTION 1 – CONDITIONS OF WORK**

#### **1.01. Receipt and Opening of Bids.**

The Town Board of the Town of Manlius (herein called the Town) invites bids on the forms attached hereto for the Collection and Disposal of all Refuse, Rubbish, Garbage, and Recyclables in the Town of Manlius Residential Trash District (the "District"). Bid instructions are given in Section 2 hereof. To be clear, although reference is made herein to terminology such as Bid(s), lowest responsible Bidder and the like, this intends to solicit and take into account, as and if to the extent legally permitted, those criteria established under NYS GML §120-w and subject to NYS GML §103. Reference herein to the "Hauler", "Contractor", "Proposer" or "Bidder" are intended to mean one and the same person or entity and shall mean that or those persons or entities submitting a proposal responsive to the Notice to and Information for Bidders, and related contract and contract documents of which this is part, and upon award is intended to mean such person or entity having been awarded the contract subject hereof.

The envelopes containing the bids must be sealed and addressed to the Town Clerk, Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066. The outside of the envelope must bear the name and address of the Bidder and "BID FOR THE COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES FOR THE TOWN OF MANLIUS RESIDENTIAL TRASH DISTRICT."

The Town Board may consider any informal Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Any Bid may be withdrawn prior to the above-scheduled time of the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder shall withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Bids received by facsimile or e-mail will not be accepted. Any submitted bids clearly not including an alternate or only the alternate Bid will be considered only to the extent that alternate is or is not considered by the Town Board.

#### **1.02. Location and Description.**

The work of this Contract shall be the weekly collection and disposal of all refuse, rubbish, garbage and recyclables generated by one, two, and three family residences in the District, as shown on the map found at Exhibit "B" to the

Contract. All solid waste must be disposed of at Onondaga County Resource Recovery Agency (“OCRRA”) facilities.

**1.03. Commencement and Completion.**

Upon execution and delivery of the attached Town Waste Haulers Services Contract, performance security, copy of OCRRA Hauler Agreement and Permit for the Contract period and the delivery of the required insurance certificates and policies by the Hauler to the Town and the approval thereof by the Attorney for the Town, the Haulers will be notified to proceed with the work of the Contract commencing on **January 1, 2027 and continuing through December 31, 2029. The Town will notify Hauler by October 1st of 2029** whether it wishes to extend the Contract through the two (2) one year option periods. To be clear, the option year contract is a unilateral right that can be exercised only by the Town.

**1.04. Special Conditions.**

- a. The Contract for the proposed services will be awarded by the Town Board to the lowest responsible Bidder and pursuant to NYS GML §103 with consideration of qualification pursuant and to the extent legally permitted and applicable under the additional criteria set forth at NYS GML §120-w and otherwise subject to such Bidder applying for, qualifying for, and obtaining a license from the Town to collect such refuse, garbage, and recyclables pursuant to the provisions of Town of Manlius Town Code 119-3 and obtaining a hauler permit issued by the Onondaga County Resource Recovery Agency, seven (7) days after notification of award of the Contract. The Town Board, in determining the lowest responsible Bidder, shall consider qualification per the criteria established by law for same and which may include, as legally permitted that criteria set forth at NYS GML §120-w, but not be limited to evidence of past performance in supplying such services by such Bidder in the Town of Manlius, other areas or municipalities where such Bidder has rendered such service. Evidence of past failure to collect refuse and garbage in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service in a manner as required hereunder in the rationally based opinion of the Town Board and after providing Bidder prior written notice advising of the particulars and if controverted in writing within five (5) days thereof, a right to be heard in executive session of the Town Board pursuant to procedures established by the Town Board for such purpose shall be full and sufficient reason for the Town Board of the Town of Manlius to reject such Bid on the basis that the Bidder is not a qualified responsible Bidder. To be clear, the determination of responsibility may include consideration of all the

criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder such rejected bidder shall be provided notice of the particulars and if controverted in writing within five (5) days thereof, an opportunity to be heard by the Town Board and in executive session, if permitted by law and so directed by the Town Board.

- b.** The successful Hauler shall establish, for the duration of the awarded contract, one or more specified day(s) of the week other than Saturdays, Sundays or legal holidays for collections from all of the one, two and three family homes within the Town, together with any deviation from the scheduled collection day during the weeks in which legal holidays may fall, and shall provide to each such homeowner written notice of the scheduled collection days, the Town regulations regarding the collection and disposal of refuse, garbage and recyclables and any other information required by the Town of Manlius. A copy of the collection schedule shall be filed with the Town Clerk of the Town of Manlius, prior to commencement of this contract. No deviation shall be made from said established collection days without prior written approval of the Supervisor of the Town of Manlius or their designee. The Hauler shall immediately notify, in writing, each homeowner of any approved deviation. The Municipal Recycling Liaison shall provide to the Hauler a list of all residences within the District receiving services.
- c.** Unless separately authorized hereunder, all collections shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets.
- d.** The Hauler shall use proper care in the handling and emptying of such containers and receptacles and shall not toss or throw them when returning them to the residence or the curb or right of way so that they are not likely to be damaged or destroyed, or in the event that the Hauler shall fail to comply with this provision, the Hauler shall replace such receptacle at their own cost and expense, or make financial restitution therefore, and deliver same to the owner of the damaged container or receptacle within seven (7) days after receipt of a valid claim.
- e.** The disposal of all rubbish, garbage, refuse and recyclables collected shall be the responsibility of the Hauler.
- f.** All garbage collected under this Contract shall be collected, hauled and transported in fully enclosed, leak-proof garbage trucks, and

these vehicles shall comply with Part 301 of the NYS Vehicle and Traffic Law, Part 79 of the Commissioners Regulations (NYS Inspection Program) and Section 27-0712 of the Environmental Conservation Law. Recyclables shall be collected in a unitized vehicle specifically made for this purpose, or a split packer body vehicle in which recyclables are stored separately from refuse. The Hauler shall provide a list of the vehicles that will be used to service the District, including but not limited to, year, make, model and picture of each vehicle. Vehicles performing the work for Hauler shall make every effort to in doing so, stay as far to the pickup side of the road as possible and where unable to do so shall periodically pullover, including to a stop, as reasonably necessary and in order to allow vehicle passage.

- g.** All work performed by the Hauler under this Contract shall be performed in a good and workmanlike manner approved by the Town of Manlius.
- h.** The Hauler shall faithfully perform and fulfill the agreement and the Hauler will not subcontract or assign this Contract without the written consent of the Town of Manlius. (See attached Contract Section 23 and 31).
- i.** If, in the opinion of the Supervisor, rationally based, the Hauler shall fail in any manner to properly perform any part of the attached Contract, the Town may withhold any monies then due to the Hauler until the Hauler shall properly perform same and the Hauler shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Hauler. The rate to be used to compensate the Town for disposing of garbage shall be **\$250** per hour for collection and hauling plus tipping fees for disposal.
- j.** The Town may terminate the attached Contract upon written notice for any of the grounds set forth in Section 16 of the proposed Contract attached hereto.
- k.** Collection of Refuse, Rubbish, Garbage, or Recyclables shall not be made before 6:00 A.M. or after 5:00 P.M. (See proposed Contract Exhibit "D" - "Collection Schedule / Hours of Operation" attached hereto).

**I. Refuse, Rubbish, Garbage and Recyclable Items.**

The Successful Hauler shall be responsible for the pickup and disposal of:

- Trash
- Refuse
- Rubbish, which includes non-recyclable paper, rags, non-recyclable bottles and cans and similar waste.
- Recyclables shall include those recyclable items so designated pursuant to Onondaga County Local Law No. - 12 of 1989 as specifically listed by the Onondaga County Resource Recovery Agency in the attachments to the Hauler Agreement for the use of OCRRA Solid Waste Management System and any amendments.
- Garbage, which includes every accumulation of both animal and vegetable matter, both liquid or otherwise, which accumulation and preparation of food and all sorts of meat, fish, fowl or vegetables are stored or dealt in are subject to decay and include in general all items of a similar nature which are subject to decay.

**m. Excluded Items.**

Items which are not to be picked up as part of this Contract are yard waste (including brush, leaves, grass clippings, tree limbs, cuttings), construction materials, furniture, tubs, sinks, white goods and other appliances, tires and auto batteries, hazardous waste, large items of machinery and equipment, including motor vehicles and major components thereof (e.g. transmissions, rear ends, springs, fenders and gas tanks), agricultural equipment, sewage, septic or human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind, flammable substances, hazardous chemicals, offal, regulated medical waste, human remains, chemotherapeutic waste, foundry sand, paints, acids, caustics, poisons, asbestos containing materials.

**n. Contract Adjustments.**

In the event the tipping fee at the Onondaga County Resource Recovery Agency facilities increases or decreases by more than 5% from the year 2026 base tipping fee of \$107 per ton for MSW (trash), which represents the OCRRA tipping fee for calendar year 2026 after a \$4 rebate has been granted to a hauler of municipal

solid waste in good standing, and the 2026 \$40 per ton residential recycling tipping fee, the Hauler and the Town of Manlius agree to adjust the Hauler's fee. Such adjustment(s) shall be mutually agreed upon using information available on typical residential waste quantities generated hereunder as set forth in Section 5(B) of the proposed Contract attached hereto and the Town shall be notified by October 1st, before the succeeding January that increase or decrease shall take effect. In no event shall any such adjustment exceed the net increase or decrease in tipping fees times the actual or the agreed to estimated number of units in the District.

The Contract shall also be subject to an adjustment due to the number of residential Units or customers included in the service provided hereunder by Town. No later than ~~October 1<sup>st</sup> December 1<sup>st</sup> of the contract years 2027, 2028, and 2029, or of any option year~~, the Town of Manlius shall verify the number of units or customers receiving service in the District and advise the Hauler of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable Bid amount for the corresponding number of units. Such adjustment, if any, shall take effect on January 1<sup>st</sup> of the succeeding year.

The Hauler is permitted to submit an annual adjustment for fuel expense under the following guidelines:

- 1) The Hauler must estimate monthly fuel usage and base per gallon price as set forth on the Energy Information Administration, Official Energy Statistics from the United States Government (EIA) as part of its Bid. The base rate submitted shall consider any averaging, regional or market conditions stated therein and shall control through **October 1 of a contract year**.
- 2) **On October 1<sup>st</sup> of 2029**, if the Town has elected to proceed with the option year contract, the hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the option year.
- 3) The Hauler or the Town may submit on **October 1 and January 1 of a contract year** an adjustment (in the form of a credit or debit) for fuel charges. This adjustment is based on the per gallon price set in the bid and on October 1<sup>st</sup> of the following year and based on the "EIA" website. A price adjustment shall be requested not later than 60 days from such dates either on behalf of the Hauler or the Town and shall be due only when the per gallon price set at bid or on **October 1** during the term of the Contract is equal to but not less

than 5% +/- of the base rate for the period in question. Adjustment shall not in any event exceed 10% +/- . In all other cases, there shall be no adjustment.

- 4) The annual adjustment is only granted based on monthly fuel usage records and supporting evidence from "EIA".

**o. Environmental.**

Any Hauler who is awarded a contract for the collection and disposal of all refuse, rubbish, garbage and recyclables in the Town of Manlius shall be responsible for the protection of the environment during the performance of the Contract (See Section 20 of the proposed Contract attached hereto).

**p. Pickup.**

As a requirement of this Contract, the pickup of County Designated Recyclables (see Contract Exhibit "C") shall occur once a week and on the same day as the scheduled pickup of refuse, rubbish and garbage. (See Exhibits "A" and "D" to the proposed Contract "Scope of Work & General Provisions" attached hereto).

**q. Estimated Units.**

For the purpose of preparing bids for the Town, each Bidder shall complete bidding documents using the following historical three-year range of Units serviced by the Town: 2024 – 6833; 2025 – 6841; 2026 -- 6848. A Unit is defined as each residential living unit in those one, two and three family homes within the Trash District depicted on the Trash district map included in Contract Exhibit "B". The number of Units may change on an annual basis, the exact number to be determined not later than November 1 of a contract year and November 1 for the contract option year if elected. Only one per Unit charge shall be provided in the bid regardless of Total Units provided.

**r. Additional Services.**

The Hauler will be required to collect the following additional items, in dry condition, on a case-by-case basis, arranged separately, at a predetermined additional cost to the generator, and the Bid submitted by the Hauler shall define the approximate cost associated with the collection of each item. Given that there are many potential variables that determine the cost to remove these

additional items, the actual price may vary from the cost set forth below and must be negotiated between the Hauler and the resident. Payment for such pickup shall be made by the resident directly to the Hauler.

**Item**

- Hot water tanks, stoves, washers, dryers, white goods
- Refrigerators, air conditioners, freezers, dehumidifiers
- Bathroom Fixtures (toilets, sinks, tubs)
- Tires
- Rugs
- Furniture
- Construction and demolition debris
- Each trash bag in excess of the 8-bag limit
- Lawn mowers
- Play Structures
- Garage service: Price structure to be determined  
By the Hauler\*\*\*\*
- Tote/cart/bin rental or sale

\*\*\*\*Bidders should be aware of the importance to residents, especially the elderly, of garage service. Thus, in the event of comparable or close bids, a competitive number for garage service will be considered by the Town Board on the issue of whether a bid is responsive. To be clear, a responsive bid must include garage service at a competitive rate.

**s. Resolution of Customer Complaints.**

Customer/homeowner should first attempt to resolve the problem with the Hauler directly. If agreement is not reached, the complaint is then presented to the Municipal Recycling Liaison. The Solid Waste/Municipal Recycling Liaison has the authority to back charge the Hauler for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. In addition, the Town has the option of utilizing Town personnel in charging the services back to the Hauler. The Town will withhold a \$250 payment for each unresolved complaint. (See proposed Contract Exhibit "A" under subheading "Customer Complaints").

**t. Sales Tax.**

This Contract is not subject to sales tax. No sales tax should be included in the Bid. (See proposed Contract Section 22).

**u. FOOD WASTE AND ORGANIC**

**COMPOUND MATERIAL**

The Town is interested in Hauler's ideas and proposals to begin a Food Waste and Organic Compound Material pilot program during the term of the Contract as set forth on Exhibit E of the form Contract. Preference may be given to the Hauler that has experience in this area and has a committed plan for the separate collection and disposal of food waste and organic compound material.

**INFORMATION FOR BIDDERS**

**SECTION 2 – BID INFORMATION**

**2.01. Qualifications of Bidders; Evaluation and Selection Process**

The objective of this request for bids process is to select a Bidder whose proposal is judged through the evaluation process outlined in this section, to be in the best interests of the Town of Manlius. All proposals will be evaluated according to the requirements of NYS GML §103, information submitted, including, in addition to having the lowest responsive bid, relevant Unit Pricing, and being deemed responsible, as legally permitted and applicable under the additional criteria set forth at NYS GML §120-w, including: (a) evaluation and verification of the Bidder's qualifications, experiences and references; (b) evaluation of technical information; (c) evaluation of past experience the Town has with the Contractor; (d) analysis of financial and economic information; or (e) any outstanding violations of the Contractor of federal, state or local rules, regulations, laws or civil/criminal suits that would affect the Contractors ability to perform the Work.

The Town, as its option, will select the proposal most advantageous and suitable to the needs of the Town. Each proposal will be evaluated for completeness and responsiveness. The determination of responsibility may also include consideration of, as legally permitted, the criteria described under GML §120-w, but if the lowest responsive bid is rejected in favor of another bid/bidder, such rejected bidder shall be provided notice of the particulars and if controverted in writing within five (5) days thereof, an opportunity to be heard by the Town Board in executive session, if permitted by law and so directed by the Town Board. At the Town Board's discretion during the evaluation process, it may either reject any proposal deemed incomplete or nonconforming with instructions or request further information or clarification from Bidders.

Proposals of non-qualifying Bidders will not be considered for further evaluation. Each proposal will also be evaluated to determine if the minimum financial and technical requirements are met.

While the overall cost to Town District residents will constitute a major criterion for the evaluation of the proposals, the Town reserves the right to assess the entire proposal for each of the evaluation categories described. The Bidder must demonstrate sufficient financial resources to meet all contract requirements. The proposal will be evaluated relative to the Bidder's creditworthiness, annual report, financial statements, and bonding ability.

Each proposal must include the following:

- A. A list of three municipal references with contact information
- B. A summary of the company driver/operator screening and safety training program
- C. A description of the company electronic tracking system such as GPS and/or on-truck cameras

Company experience, in general, project experience, management capability, operations experience, and experience conducting business with the public sector will be evaluated. A list of descriptions for each evaluation criteria is as follows:

- Project Experience: The project experience of the Bidder will be evaluated according to the following:
  - Previous experience in refuse collection and disposal management and recycling operations management.
  - Willingness and ability to respond to changes and concerns expressed by the Town representatives.
  - Provided references
  - Commitment and ability to meet schedules and long-term contract obligations.
  - History of environmental compliance.
- Management Capability: Bidders will be evaluated based on experience and ability to provide requested services. Management capability will be evaluated according to the following:
  - Project management

- Worker health and safety policies and practices
- Experience working with municipal officials
- Experience of personnel assigned to project management, experience with management of refuse collection and disposal operations and recycling collection and processing operations.
- Experience with Public Sector Entities: Bidders experience with the public sector including their track record with municipal contracts and providing public sector access to information will be evaluated. Bidders experience with the Town will be a significant component of the evaluation process.
- Technical Evaluation submitted in accordance with Proposal Concepts: The purpose of the technical evaluation is to verify that the technical approach and schedule are in the best interests of the Town. Furthermore, the information will be evaluated to determine if it is responsible or if inconsistencies exist.

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.

## **2.02. Bidder's Responsibility**

Prior to the submission of Bids, each Bidder will have inspected the Town site of the proposed work, all road and traffic conditions, and adjacent areas and with due consideration to seasonal and extraordinary weather conditions, and to have read and to be thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect to their Bid. In particular Bidder understands that some or all of the areas and residents within the District including those serviced by Homeowners Association's may not be provided services at some or all times during the Term of the Contract, and any option or renewal Terms. The Town Board's decision will be based upon whether or not and to the extent the Homeowners Association contract with its present hauler is a valid and enforceable contract and shall include consideration of whether or not such contract has been entered into or renewed after the date of the resolution establishing and public announcement of mandatory residential services within the District, and/or whether any such

contract can be legally terminated or may be enforceable as against or subject such Homeowners Association to a legally enforceable claim for damages, it however being the intent of the Town to mandate District provided service to all residential Units within one to three family homes in the District and to preempt, supersede and/or nullify any such contract that as a matter of law or otherwise is or can be so preempted, superseded or nullified.

### **2.03. Addenda and Interpretation**

No interpretation of the meaning of the Town Map, Specifications, or other portions of the Information for Bidders and Contract Documents will be made orally. Every request for such interpretation must be addressed to the Supervisor of the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, and to be given consideration must be sent via registered or certified mail, return receipt requested, or by express mail delivery with a nationally recognized service received at the above address at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be made in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requested to all holders of the Information for Bidders and Contract Documents at the respective addresses furnished for such purposes not later than four (4) days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Information for Bidders and Contract Documents.

### **2.04. Bid Submittal Requirements**

**2.04.1 Related Submissions.** Each Bidder shall submit information regarding their proposed approach for implementation of the project, in addition to the required information contained in Section 1.04 Special Conditions herein. The approach shall include the following minimum information:

- a. **Hauler's Description of Requested Services.** Provide a detailed description of the Hauler's ability to implement the project, and the likelihood for success. List key milestones and potential obstacles. Provide a project schedule indicating key dates. As part of this information, Bidders should supply a list of existing projects, a summary of how they are similar in nature to this proposed project, and associated references that can be contacted by the evaluation team during the interview and/or negotiation process.
- b. **Program to Minimize Missed Collections and Manage Complaints.** Bidder Haulers shall include their affirmative written proposal as a policy for mitigation of missed collections and establish a verifiable system where the

Hauler will be able to rectify complaints received by the Town regarding missed collection, poor handling of refuse and recycling containers, and any other issues that may arise concerning the work performed by the Hauler. Customer complaints will be first answered and administered by the Town. The Hauler shall be responsible for responding to customer complaints forwarded to the Town. The Town will then forward prioritized complaints to the Hauler either by e-mail or facsimile. The Hauler shall have a minimum of two (2) phone lines, one facsimile number, and one email dedicated to this account for Town correspondence and the forwarding of collection problems.

c. **Proposal Exceptions.** The Bidder Hauler shall furnish a list that specifies any proposal exceptions or qualifications however acknowledging that same is not a consent or waiver of any of any of the requirements described herein.

d. **Completion of proposal forms:**

- i. Bid Form
- ii. Non-collusive Bidding Certificate;
- iii. Corporate Resolution;
- iv. Certification of Equipment; and
- v. Conflict of Interest Affidavit

A. A list of three municipal references with contact information

B. A summary of the company driver/operator screening and safety training program

C. A description of the company electronic tracking system such as GPS and/or on-truck cameras

v-

e. **Hauler Qualifications.** Provide an organizational chart, inclusive of responsibilities and reporting relationships of personnel, and supporting text describing the background of the organization. Include a list of all legal and contractual relationships between and among Bidder team members. Include a short business history of Bidder team members that is inclusive of experiences with provision and services requested in this request for proposals.

f. **Value Added Alternatives.** Describe any specific methodologies, innovative practices, and potential cost saving measures relevant to this solicitation.

g. **Financial Viability/Funding Sources.** Provide a description of any proposed financing or other assistance package and identify the anticipated

costs sought to be addressed and total financial investment (including hard asset equity invested). Justify the financial viability of the proposed approach.

- h. **Certified Financial Statements.** Provide three (3) years of audited financial statements including balance sheets, cash flow and income statements.
- i. **Bond and Credit Ratings/References.** Provide bond and credit rating information. Include a minimum of two (2) (of each) bond and credit references. Any such information should support that the required performance security required hereunder can be provided.
- j. **Demonstrated Financial Performances.** Demonstrate the ability to meet contract securing requirements by supplying information on previous projects including financial guarantees, letters of credit and payment and/or performance bonds
- k. **Affirmative Action/Equal Opportunity Employment.**  
This project will be subject to all applicable laws, directives, and regulations as promulgated by State and Local authorities in the areas of Affirmative Action Equal Employment Opportunity (EEO).
- l. **Evidence of Security Requirements.** The Bidder awarded the contract shall furnish a cash security, an irrevocable letter of credit or properly executed Performance Bond at the time of contract execution, each to be in the amount of 100% of the total contract price. As such, each bid submission shall include the proposed form of security in specimen form together with a letter from the bank or other depository confirming its willingness to issue same pursuant to the specifications contained herein in the event of bid award. A form of such required bond is included with the Agreement.
- m. **Evidence of Compliance with Insurance Requirements.** The Bidder awarded the contract shall furnish the insurance required in Section 3.04 hereof. As such, each bid submission shall include the proposed form of insurance certificate including a letter from the bidder's insurer evidencing it substantially conforms to the specifications contained herein and the insurers willingness to issue same in the event of bid award.
- l. **Any other information, as legally permitted, described at, or bearing on the criteria described at NYS GML §120-w.**

**2.04.2. Bid Form-Attachments** All blank spaces on the Bid Form, for the three-year base contract period and the two (2) one-year option periods, must be filled in. Each Bidder shall appropriately fill in with ink, both the words and the figures. Pricing is also required for optional services but is not intended to be relied upon

as a significant factor in determining selection of the successful Bidder. Bidder however nevertheless acknowledges that such optional services are important to many residents and a Bid submitted with pricing for such items and services that is unusually high relative to market rates may bear on the Town's determination as to whether the Bid is responsive, Bidder is qualified and responsible, under NYS GML §103 and as otherwise may be legally considered including under NYS GML §120-w.

## **2.05. General Bid Conditions**

- a. **Proposals Held as Non-Public Data.** Only the company names of vendors submitting bids will be made public. All Bid documents shall be held as non-public data until the Town Board awards a new Contract and authorizes staff to execute the new Contract.
- b. **Negotiations.** The Town Board will negotiate with the top ranked Bidder. If negotiations with the top ranked Bidder are not successful, the Town Board may then initiate negotiations with the second ranked Bidder, and so on. The Town Board reserves the right to negotiate specific work elements with a respondent into a Contract of lesser or greater expense than described in this request for bids of the Bidder's reply.
- c. **Insurance Requirement.** Before performing any work on the awarded contract, the successful Bidder shall procure and maintain, during the life of said contract, insurance coverage as listed in Section 3.04.
- d. **Indemnification.** The work performed by the Hauler shall be at the risk of the Hauler exclusively. To the fullest extent permitted by law, the Hauler shall indemnify, defend (at Hauler's sole expense) and hold harmless the Town of Manlius, its representatives, members, designees, officers, directors, employees agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Hauler or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Hauler, its employees, or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Hauler shall not be

obligated to indemnify and defend the Town of Manlius, for claims found to be due to the sole negligence of willful misconduct of Indemnified Parties.

Hauler's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

- e. **Bid Security.** Each Bid shall be accompanied by a certified check of the Bidder, payable to the Town or a Bid bond in the amount of \$50,000.00. Failure to submit Bid security as described above shall be sufficient cause for rejection of the Bid(s) of such Bidder. Such Bid security will be returned to all except the three lowest formal Bidders within five (5) days after the formal opening of Bids, and the remaining Bid securities will be returned to the lowest unsuccessful Bidders within the forty-eight (48) hours after approval by the Attorney for the Town of the executed Contract and the insurance furnished, or if no Contract has been so executed within sixty (60) days after the date of the opening of the Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of the Bid.
- f. **Standard of Performance.** If the Hauler shall at any time during the term of the agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this agreement for reasons other than force majeure, the Hauler shall be liable to the Town of Manlius for the actual cost that the Town would be required to collect, haul and dispose of the material. Provided, however, if the Hauler is unable for any cause to resume performance, at the end of thirty (30) calendar days, all liability of the Town under the agreement to the Hauler shall cease and the Town shall be free to negotiate with other Haulers.
- g. **Termination.** Unless otherwise provided by applicable statute, rule, or regulation, if:
  - i. The Hauler is adjudged bankrupt or makes an assignment for the benefit of creditors; or
  - ii. A receiver or liquidator is appointed for the Hauler or for any of their property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
  - iii. The Hauler refuses or fails to prosecute the work or any part thereof with due diligence; or

- iv. The Hauler refuses or fails to comply with all applicable laws or ordinances; or
  - v. The Hauler is guilty of a substantial violation of any provisions of this contract;
  - vi. The Town Board may terminate the agreement, and all liability of the Town of Manlius under the agreement shall cease, and the Town of Manlius shall be free to enter into collection and disposal arrangements or agreements with other Haulers and to bring action on the performance bond(s).
- h. **Vehicles.** The vehicles used for hauling refuse, bulk items and recyclables will be of a length, width, and height within legal highway limits. All vehicles will have any required regulatory approvals for hauling the waste. All vehicles must not leak any waste. The Town Board and Hauler will agree on a master list of vehicles to be used for hauling of refuse, bulk items, and recyclables. The master list may contain the truck number, tare weight, volumetric capacity, and other information the parties may agree. The alternate Bid shall include vehicles equipped for automated cart emptying.
- i. **Collection Schedule.** The Hauler is responsible for reviewing and following the existing collection schedule within the Town of Manlius or establishing a collection schedule subject to approval by the Town Board, which shall remain consistent throughout the life of the contract. Collection schedule and hours of operation can be found in Exhibit "D" to the Contract. The Hauler is advised to provide routing that best suits their operations and eliminates conflicts with Town operations as much as possible.

Any change or departure from the schedule of days of collection shall only be made with the approval by the Town Board after thirty (30) days notice given by the Hauler by publishing in the local newspaper and delivering of a handbill to each resident from which collection of materials is required hereunder, all at the expense of the Hauler. The Hauler shall expect to service new parcels throughout the contract period; similarly, there are parcels that will go vacant, and collection will cease. The Town, to its best ability, shall notify the Hauler monthly of all such changes to which parcels require, or do not require, refuse and recycling collection.

Refuse shall be collected at a minimum frequency of once per week to each participating property within the Town of Manlius. Refuse collection at a frequency greater than once per week will be handled on a case-by-

case basis. All appropriate documentation will be submitted by the Town to the Hauler.

If due to inclement weather or any other unforeseen conditions, the Hauler fails to furnish the collection of refuse, bulk items and recyclables on the days specified, the Hauler will proceed to complete the work hereafter, but in no event to exceed a period of forty-eight (48) hours after the scheduled day of collection.

- j. **Equipment and Personnel.** The Hauler agrees to provide sufficient resources (manpower and equipment) to complete the work required under this request for bids, and further agrees to have reserve equipment available. The Hauler shall always exercise caution for the protection of persons and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the Hauler. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under this contract and the equipment used therein. The Hauler must exercise due care in the hauling of refuse, bulk items, and recyclables. The Hauler shall be compelled to clean-up and hereby agrees to clean-up any unsightly condition caused by carelessness on the part of its employees in the handling of Refuse, Bulk Items and Recyclables. The Hauler, promptly upon becoming aware of any spills in transit, will give notice to the Town and will supply the Town with a copy of any notice given to any governmental agencies of such spill.

The Hauler shall keep fully informed of all national and state laws and all municipal ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the Hauler, whether or not such laws, ordinances, or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations and shall indemnify and save harmless the Town of Manlius and its officers or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances, or regulations.

- k. **Alternate/Back-Up Plan.** Bidder shall provide a full and complete back-up operations plan if the contracted services are suspended. The Hauler may cease collection of refuse and recyclables only if an emergency-only travel ban has been issued for the Town of Manlius or under discretion of the Town Board

when the conditions are deemed hazardous for Hauler's personnel or residents of the Town of Manlius.

## **2.06. Discrepancy in Bids**

In the event there is a discrepancy in any Bid between the Unit Price(s) written in figures, and the Unit Price(s) written in words, the Unit Price(s) written in words shall govern.

## **2.07. Lowest Bidder**

Bids will be compared based on the per Unit and total Unit Price Bids for the three-year base period and the two (2) one option periods.

The lowest Bidder will be that Bidder whose Unit Price Bid is lowest and Total Units Price is based on that and therefore also lowest. The estimated Total Unit numbers range has been provided for those Bidders whose pricing may be affected by volume and economies of scale, however one Unit Price shall be provided, and the total Unit Price shall be based upon multiplication of the Unit Price times the Estimated Total Units. The Bidder can simply indicate that its Unit Pricing will be the same within actual number of Units within that estimate. The Town reserves the right to award the Contract to the lowest responsible Bidder meeting the specifications for the contract period.

## **2.08. Award of Contract**

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the three-year base contract and the two (2), one-year option periods, and who, in the opinion of the Town, is the most advantageous and suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at, NYS GML §120-w.

It is the intention of the Town that the work will be awarded within thirty (30) calendar days after the opening of the Bids to the lowest responsible Bidder whose Bids conform to the requirements of the Bidding Contract Documents. Nevertheless, even after the expiration of such thirty (30) days, the Town may accept a Bid and award the work to any Bidder whose Bid has not been withdrawn prior to such acceptance. In any event, no Bid may be withdrawn prior to sixty (60) calendar days after the opening of Bids.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

## **2.09. Liquidated Damages for Failure to Execute Contract**

The successful Bidder, upon their failure or refusal to execute and deliver the attached proposed Contract, or a contract substantially similar to the attached, together with all policies and certificates of insurance within seven (7) days after they have received notice of acceptance of their Bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with the Bid.

## **INFORMATION FOR BIDDERS**

### **SECTION 3 – BOND AND INSURANCE PROVISIONS**

#### **SECURITY FOR FAITHFUL PERFORMANCE**

##### **3.01. AWARD OF CONTRACT**

The award of the Contract will be made to the lowest responsible Bidder pursuant to GML §103 for the Total Unit Price for the base contract year and the option period, and who, in the opinion of the Town, is the most advantageous and suitable to the needs of the Town by consideration of, to the extent legally permitted and applicable, the additional criteria set forth at, NYS GML §120-w.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the Town and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

It is the intention of the Town that the Work will be awarded within 45 calendar days after the opening of Bids to the lowest responsible Bidder or combination of lowest responsible Bidders whose Bids conform to the requirements of the Bidding Contract Documents. Bids may not be withdrawn, altered, or revoked during this 45-day period. Even after the expiration of such 45-day period, the Town may accept a Bid and Award the Work to any Bidder whose Bid had not been unequivocally withdrawn or revoked prior to the mailing of written notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until the Town receives an unequivocal statement to that effect. In any event, no Bid shall be withdrawn, altered, or revoked prior to expiration of a period of forty-five (45) days after the opening of Bids.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

##### **3.02. ESTIMATED QUANTITIES**

The Bidder, by submitting they Bid, agrees that he is satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing the Bids.

### 3.03 SECURITY FOR FAITHFUL PERFORMANCE

Hauler shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town Board with cash security, an irrevocable letter of credit or a properly executed Performance Bond, each to be in the amount of 100% of the total contract price bid for each year of the contract, for the purpose of securing the performance by the Hauler of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with a local office in Onondaga County. If a bond, same shall be executed by the Hauler and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The form of such required bond must conform with any specifications included herewith and in the case of a bond or letter of credit include a letter from the issuer or surety indicating that it conforms to same and the issuer's willingness to issue same in the event of bid award. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Hauler. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Hauler shall, not later than five (5) days therefrom substitute an acceptable letter of credit or Bond (or Bonds) in such form and sum and signed by such other issuer surety or sureties as may be satisfactory to the Town Board. The fee or premiums on such letters of credit or Bonds shall be paid by the Hauler. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

### 3.04 INSURANCE REQUIREMENTS FOR HAULERS

Upon execution of the Contract, and prior to the Hauler's commencing any work or services with regard to the Project, the Hauler shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Hauler shall provide the Hauler with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Town as Additional Insured, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Haulers, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Haulers or subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be

reasonably acceptable to the Town. All Hauler insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Endorsement shall provide that the insurer must give the Town Board at least 30 days' prior written notice of material modification, cancellation, or termination of the Hauler's coverage thereunder. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Hauler shall supply the Hauler with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally, and prior to commencement of the Work, the Hauler shall provide the Town Board with a Certificate of Insurance showing liability insurance coverage for the Hauler and any employees, agents, or subcontractors of the Hauler for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town Board. Coverages shall be no less than the following:

- i. **Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Hauler prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.**
- ii. **Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.**
- iii. **Waiver of Subrogation: Hauler shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.**

The bidder shall include, with its bid, the proposed form of insurance certificate, together with a letter from the issuer indicating it substantially complies with the provisions hereof and of its willingness to issue same in the event of contract award.

## **INFORMATION FOR BIDDERS**

### **SECTION 4 – STATE PROVISIONS**

#### **STATE OF NEW YORK**

##### **4.01 WORKERS COMPENSATION**

Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Hauler shall at all times during the life of this Contract provide adequate Workers Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Hauler shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914 as amended.

##### **4.02 LABOR LAW**

Pursuant to subdivision 2 of Section 220 of the Labor Law, it is stipulated that no laborer, workman, or mechanic in the employ of the Hauler, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in cases of extraordinary emergency, including fire, flood or danger to life, or property, or in cases of national emergency when so proclaimed by the President of the United States of America.

##### **4.03 LABOR PREFERENCE**

With respect to all skilled, semi-skilled and unskilled workers employed under this Contract:

- A. Priority of employment shall be given to veterans in all practical cases.
- B. Preference in employment shall be given to persons from the public assistance rolls where such persons are available and qualified to perform the work to which the employment relates.

##### **4.04 NON-DISCRIMINATION**

Except as specifically provided above, workers who are qualified by training and experience and who, as above outlined, are referred for work on the Project under this Contract, shall not be discriminated against.

#### 4.05 CONTRACT CANCELLATION CLAUSE

The Hauler and/or Bidder and/or Supplier hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract:

1. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such persons and by any other firm, partnership or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

#### 4.06 HOURS AND WAGES (See Labor Law Section 220)

No laborer, workman or mechanic in the employ of the Hauler, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the Hauler, subcontractor, or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the Fiscal Officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the Fiscal Officer follows this section and is a part of this

Contract. Wage rates predetermined in accordance with the law will be transmitted, when received, to the Hauler and will become a part of this Contract at no cost to the Town. Any person employed on the site of the work on an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the Fiscal officer.

The Hauler's attention is invited to Labor law, Section 220 and related Sections in their entirety.

#### 4.07 DISCRIMINATION PROHIBITED (See Labor Law Section 220-e)

The Hauler agrees, in accordance with the applicable provisions of the Labor Law of the State of New York:

- (a) That in hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Hauler, subcontractor nor any person acting on behalf of such Hauler or subcontractor, shall by reason of race, creed, color, national origin, sex, or any other protected class recognized by the United States or the State of New York discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no Hauler, subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, sex or any other protected class recognized by the United States or the State of New York;
- (c) That there may be deducted from the amount payable to the Hauler by the Town under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- (d) That this Contract may be cancelled or terminated by the Town and all monies due to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State of a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited

to operations performed within the territorial limits of the State of New York.

#### 4.08 DUST HAZARDS (See Labor Law Section 222-a)

If, during the performance of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Hauler at his expense.

The Contract shall be void and of no effect unless the Hauler complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

#### 4.09. NON – COLLUSION CERTIFICATION (See General Municipal Law Section 103 – d or where applicable Public Authorities Law Section 2604)

Each Bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.

#### 4.10 WORKERS COMPENSATION (See General Municipal Law Section 108)

This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provisions of the worker's compensation law.

#### 4.11 LIEN LAW

The attention of the Hauler is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a Hauler for a public improvement are declared to constitute trust funds in the hands of such Hauler to be applied first to the payment of certain claims.

#### 4.12 SALES AND USE TAX EXEMPTIONS

The Town is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York.

Accordingly, the following transactions, if occurring under this Contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) the sale of materials, equipment and supplies to the Town;

- (b) the sale to the Hauler or their subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the Project or in adding to, altering or improving any real property included in the Project, provided that such materials, equipment, and supplies are to become an integral component part of such structure, building or real property (i.e., incorporated in the Project);
- (c) the sale to the Hauler or their subcontractors of materials, equipment and supplies to be resold to the Town other than those described in (b) above.

This Project is to be Bid, the Contract drawn, and payments made in such manner that the Town shall have the full advantage of all available exemptions from sales and compensating use taxes.

The Hauler, their subcontractors and their material people shall complete New York Sales Tax Hauler Exempt Purchase Certificate and shall furnish such certificate to all persons, firms, or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The Hauler and their subcontractors shall maintain and keep for a period of six years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year period, until such claim determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all tax exempt materials, equipment and supplies purchased by each.

Each Bidder shall include in this Bid and shall be responsible for the payment of all costs and liabilities (other than those directed to be excluded as in this section above provided) for the amounts assessed under any applicable sales, consumer, use or similar tax, any assessment or tax upon the wages and salaries paid employees of the Bidder and the subcontractors under the Contract and any other applicable taxes however assessed.

**BID  
FOR COLLECTION AND DISPOSAL  
OF ALL  
REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES  
FOR THE  
TOWN OF MANLIUS  
ONONDAGA COUNTY, NEW YORK**

The Signer of this Bid declares:

**That he has carefully examined the annexed form of this Agreement and all Contract Documents.**

**NON-COLLUSIVE BIDDING CERTIFICATION**

Pursuant to Section 103-d of the General Municipal Law, by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a Bid for the purpose of restricting competition.

Affix Seal  
if Principal  
is Corporation

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Signature of Authorized Office of Bidder

Date: \_\_\_\_\_

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF ONONDAGA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
personally came \_\_\_\_\_  
Name of Bidder and

\_\_\_\_\_

Each Person Signing on Behalf of Bidder

to me known, who being by me duly sworn, did swear and affirm that he/she  
resides at \_\_\_\_\_

that he/she is the \_\_\_\_\_ of the Bidder herein and signs the  
foregoing Non-Conclusion Certification on behalf of such Bidder; that he/she  
executed the foregoing Non-Conclusion Certification; and that, to the best of their  
knowledge and belief, the statement made in the foregoing Non-Conclusion  
Certification is true.

\_\_\_\_\_

**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:** \_\_\_\_\_

BID  
TOWN OF MANLIUS  
COLLECTION AND DISPOSAL  
OF ALL  
REFUSE, RUBBISH, GARBAGE & RECYCLABLES

TO THE TOWN BOARD, TOWN OF MANLIUS

The undersigned hereby declares that he has carefully examined all Bidding and Contract Documents and that he has personally inspected the actual location of the Work, together with the local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Advertisement for bids and the Documents relating thereto, the Bidder hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to the completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned further agrees to accept the Unit prices, if any, set forth, as full payment for or the amount of credit to the Town for, any deletions, additions, modifications or changes to the portion or portions of Work covered by said unit prices.

**OPTIONAL SERVICES RELATED TO THE COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES FOR THE TOWN OF MANLIUS**

**PRICING INCLUDED BELOW IS REQUIRED FOR POTENTIAL OPTIONAL SERVICES AND WILL NOT BE USED IN DETERMINING SELECTION OF THE SUCCESSFUL BIDDER**

The Hauler will be required to provide the following services and/or collect the following additional items, in dry conditions, on a case-by-case basis, arranged separately, at a predetermined additional cost to the generator, and the Bid submitted by the Hauler shall define the approximate cost associated with the collection of each item. Given that there are many potential variables that determine the cost to remove these additional items, the actual price may vary from the cost set forth below and must be negotiated between the hauler and the resident. Payment for such pickup shall be made by the resident directly to the Hauler.

<b>Item</b>	<b>Maximum price (each)</b>
Hot water tanks, stoves, washers, dryers, white goods	\$ _____
Refrigerators, air conditioners, freezers, dehumidifiers	\$ _____
Bathroom Fixtures (toilets, sinks, tubs)	\$ _____
Tires	\$ _____
Rugs	\$ _____
Furniture	\$ _____
Construction and demolition debris	\$ _____
Each trash bag in excess of the 8-bag limit	\$ _____
Lawn mowers	\$ _____
Play Structures	\$ _____
Garage service: Price structure to be determined By the Hauler	\$ _____
Purchase of _____ gallon container**	\$ _____
Rental of _____ gallon container**	\$ _____

**Dated:** \_\_\_\_\_ **Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

\*\* this separate pricing is not to be included in connection with alternate bid- such purchase or rental included in alternate bid price.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date of the opening of the bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within seven (7) days after the date of such mailing or delivering of such notice, execute and deliver the Contract or Contracts in substantially the form of the Agreement attached hereto.

The undersigned hereby designates as their office to which such notice of acceptance may be mailed or delivered:

The undersigned further agrees to comply with the requirements as to the conditions of employment and hours of labor set forth in the Bid and proposed Contract Documents.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this proposal is either a certified check or Bid bond for the sum of Fifty Thousand Dollars (\$50,000), which shall become the property of the Town, if, in case this proposal shall be accepted by the Town, the undersigned shall fail to execute a Contract with and give the required performance security and insurance to the Town within seven (7) days after the date of said mailing or delivering of said notice of acceptance.

Dated: \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature of Authorized Officer of Bidder)

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\* Insert Bidder's name; if a corporation, give the exact official corporate name and affix the Corporate Seal; if a partnership or an individual doing business under an assumed name, give the exact official name as it appears on the Assumed Name Certificate.

**RESOLUTION**

**(Corporate Bidders Only)**

Resolved that \_\_\_\_\_ be authorized to sign and submit the Bid or proposal of this corporation for Town Solid Waste Collection and Disposal for Town of Manlius and to include in such Bid or proposal the certificate as to non-collusion required by Section one hundred three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_  
Corporation at a meeting of its board directors held on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

**(SEAL OF THE CORPORATION)**

\_\_\_\_\_  
Secretary

**ATTACH  
BID SECURITY  
TO THIS SHEET**







**ACKNOWLEDGEMENT OF HAULER, IF A CORPORATION**

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF ONONDAGA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was so affixed by order of the directors of said corporation, and that he/she signed their name thereto by like order.

\_\_\_\_\_  
**Notary Public**



**ACKNOWLEDGEMENT OF HAULER, IF AN INDIVIDUAL**

STATE OF NEW YORK            )  
  ) **ss:**  
COUNTY OF ONONDAGA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

\_\_\_\_\_  
**Notary Public**

**ATTACHMENT TO  
CONTRACT**

**CERTIFICATE OF ATTORNEY FOR THE TOWN**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the Town, do hereby certify as follows:

I have examined the foregoing Contract and \_\_\_\_\_ (cash security/letter of credit/performance bond) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

**Dated:** \_\_\_\_\_

**Attorney for the Town**

**ATTACHMENT TO  
CONTRACT**

**ATTACH INSURANCE CERTIFICATES HERE**

## PREVAILING WAGE SCHEDULE

**TOWN SOLID WASTE HAULER SERVICES CONTRACT**

This **AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Between: **Town of Manlius**, a municipal corporation, having its principal office at:  
301 Brooklea drive  
Fayetteville, New York 13066  
Hereinafter called "**Town**"

And

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter called "**Hauler**"

In Consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. SUPERCEDING EFFECT**

This Contract supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract. The foregoing notwithstanding, in the event of any conflict or contradiction between the terms conditions and provisions of this Contract, the Bid documents which are part of and incorporated herein, and the scope of the work attached hereto as an Exhibit "A" and/or any other Exhibit, the provision, term or condition, and regardless of which document same is contained in, most favorable to Town, and its residents, as determined by the Town, shall control and prevail. Upon request of Bidder or if post contract execution any request is made for Town's interpretation in this regard, Town shall provide a letter referencing each such term, condition or provision questioned, and advising as to each, the controlling provision, term or condition and which letter shall be deemed a binding clarification of the Contract for the Term, including any option or extension thereof.

**2. SCOPE OF WORK**

The Hauler shall furnish all the services, including equipment, manpower, and materials necessary to perform the work associated with the collection, removal and disposal of all ordinary refuse, rubbish, garbage and recyclables from one, two and three family residences within the District that receive such services in

compliance with the Town's requirements as set forth in Exhibit "A", which is attached hereto and made a part hereof, at all locations throughout the Town as set forth in the map of the Town at Exhibit "B", which is also attached hereto and made part hereof. Prior to commencing any work, the Hauler shall attend a meeting at a place and time designated by the Town to discuss the implementation of the terms and conditions of this Contract. All work shall also be completed in compliance with the Onondaga County Source Separation Law as shown on Exhibit "C".

### 3. PERIOD OF PERFORMANCE

- A. The base term (Term) of this Contract shall be from January 1, 2027 to December 31, 2029.
- B. The Town is given an option to extend the Term of the Contract at the prices set forth in Section 5.A herein for two, one-year periods from January 1, 2030 to December 31, 2030 and January 1, 2031 to December 31, 2031. The Town must notify Hauler in writing by October 1 of the preceding year in advance of the option year of its intent to exercise such option for the next year.

### 4. PARTICIPANT IN COUNTY SOLID WASTE MANAGEMENT SYSTEM

The Town of Manlius is one of 33 municipalities participating in the Onondaga County Solid Waste Management System, having contractually agreed to deliver all solid waste from the Town to Onondaga County Resource Recovery Agency ("OCRRA") disposal facilities. As a condition of this Agreement, Hauler, therefore, agrees to deliver all solid waste, garbage, rubbish, refuse, and trash collected within the Town of Manlius to OCRRA facilities during the term of this Agreement.

### 5. CONSIDERATION AND PAYMENT

- A. The Town shall pay to Hauler the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the base years, payable in twelve (12) equal monthly installments for each year. Future years of service will be paid for at the Bid per Unit Prices and multiplied by the actual number of one (1) to three (3) family dwelling residential living units in the District on October 1 of each year.
- B. The parties acknowledge that each of the annual amounts herein above stated was calculated based upon an OCRRA tipping fee of \$107 per ton for MSW (trash), which represents the OCRRA tipping fee for calendar year 2026 after a \$4 rebate has been granted to a hauler of municipal solid waste in good standing, and the 2026 tipping fee of \$40 per ton for

**residential recycling.** If OCRRA changes its tipping fee through a rebate, user fee, or simply increases or reduces the tipping fee, then the amount to be paid to Hauler shall be either increased or decreased by the change in the tipping fee, but, only if such change is greater than 5%. Any such new rate shall take effect in the first day of the month depending upon which OCRRA's new tipping fee is effective.

In the event of any such adjustment in the tipping fee, the Hauler shall furnish the Town with an accurate record of such actual monthly tonnage of ordinary garbage, trash, rubbish, refuse and recyclables which is collected under this Contract in the Town. If such a record is not furnished or cannot be corroborated by the Town, the Town may estimate such tonnage for purposes of calculating the appropriate adjustment to the monthly payment.

If, during the term of this Contract, OCRRA, through a rebate or otherwise, reduces the Hauler's cost of disposing ordinary garbage, trash, rubbish, refuse and recyclables at the OCRRA facility, which is not fully reflected in a corresponding reduction in the tipping fee, the monthly payment owing the Hauler shall thereafter be adjusted equitably by the Town to reflect such reduction, after consultation with the Hauler.

- C.** Subject to the Town choosing to exercise its option and extend the Contract beyond the base years, no later than October of the preceding base year or the option year(s), the Town of Manlius shall verify the number of units or customers receiving service in the District and advise the Hauler of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable Bid amount for that number of units. Such adjustment, if any, shall take effect on October 1<sup>st</sup> of the succeeding year.
- D.** Hauler will provide the Town with Performance Securities in the amounts set forth in Section 3 of the Information for Bidders (which is incorporated herein by reference) as security for its faithful performance of this Agreement which the Town may utilize in the event of any default in performance by Hauler.

## **6. NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:

- A.** To the Town:  
Supervisor  
Town of Manlius  
301 Brooklea Drive

Fayetteville, New York 13066

**B.** To the Hauler:

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**7. CONFLICT OF INTEREST**

Hauler hereby warrants that there is no conflict of interest with Hauler's other contracts or other employment, if any, with the activities to be performed hereunder and that Hauler shall advise Town if any conflict or potential conflict of interest exists or arises in the future. A Conflict-of-Interest affidavit is attached hereto and must be executed for this Contract to be effective.

**8. INDEPENDENT HAULER**

In all matters relating to this Contract, Hauler shall be acting as an independent Hauler. Hauler shall not have any authority to assume or create any obligation, express or implied on behalf of Town and Hauler shall not have the authority to represent itself as an agent or employee of Town.

**9. STANDARD OF PERFORMANCE.**

If the Hauler shall at any time during the term of the agreement, fail or refuse to accept materials to be collected and/or processed pursuant to this agreement for reasons other than force majeure, the Hauler shall be liable to the Town of Manlius for the actual cost that the Town would be required to collect, haul and dispose of the material. Provided, however, if the Hauler is unable for any cause to resume performance, at the end of thirty (30) calendar days, all obligations of the Town under the agreement to the Hauler shall cease and the Town shall be free to negotiate with other Haulers.

**10. VEHICLES.**

The vehicles used for hauling refuse, bulk items and recyclables will be of a length, width and height within legal highway limits. All vehicles will have any required regulatory approvals for hauling the wastes. All vehicles must not leak any wastes. The Town Board and Hauler will agree on a master list of vehicles to be used for hauling of refuse, bulk items and recyclables. The master list may contain the truck number, tare weight, volumetric capacity, and other information the parties may agree.

**11. COLLECTION SCHEDULE.**

The Hauler is responsible for reviewing and following the existing collection schedule within the Town of Manlius or establishing a collection schedule subject to approval by the Town Board, which shall remain consistent throughout the life of the contract. The collection schedule and hours of operation can be found at Exhibit "D". The Hauler is advised to provide routing that best suits their operations and eliminates conflicts with Town operations as much as possible.

Any change or departure from the schedule of days of collection shall only be made with the approval by the Town Board after thirty (30) days' notice given by the Hauler by publishing in the local newspaper and delivering of a handbill to each resident from which collection of materials is required hereunder, all at the expense of the Hauler. The Hauler shall expect to service new parcels throughout the contract period; similarly, there are parcels that will go vacant, and collection will cease. The Town, to its best ability, shall notify the Hauler monthly of all such changes to which parcels require, or do not require, refuse and recycling collection.

Refuse shall be collected at a minimum frequency of once per week to each participating property within the ~~Town of Manlius, the Village of Fayetteville, the Village of Manlius and the Village of Minoa~~. Refuse collection at a frequency greater than once per week will be handled on a case-by-case basis. All appropriate documentation will be submitted by the Town to the Hauler.

If due to inclement weather or any other unforeseen conditions, the Hauler fails to furnish the collection of refuse, bulk items and recyclables on the days specified, the Hauler will proceed to complete the work hereafter, but in no event to exceed a period of 48 hours after the scheduled day of collection

## **12. EQUIPMENT AND PERSONNEL.**

The Hauler agrees to provide sufficient resources (manpower and equipment) to complete the work required under this request for bids, and further agrees to have reserve equipment available. The Hauler shall exercise caution at all times for the protection of persons and property. The safety provisions of all applicable laws shall be observed and are the sole responsibility of the Hauler. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with safety provisions applicable to the work to be performed under this contract and the equipment used therein. The Hauler must exercise due care in the hauling of refuse, bulk items, and recyclables. The Hauler shall be compelled to clean-up and hereby agrees to clean-up any unsightly condition caused by carelessness on the part of its employees in handling of refuse, bulk items, and recyclables. The Hauler, promptly upon becoming aware of any spills in transit, will give notice to the Town and will supply the Town with a copy of any notice given to any governmental agencies of such spill.

The Hauler shall keep fully informed of all national and state laws and all municipal ordinances and regulations, in any manner affecting the work or performance of this Contract or any extra work performed by the Hauler, whether or not such laws, ordinances, or regulations are specifically referred to herein and shall at all times observe and comply with said laws, ordinances or regulations and shall indemnify and save harmless the Town of Manlius and its officers or agents against any claim or liability arising from or based upon the violation of any such laws, ordinances, or regulations.

**13. ALTERNATE/BACK-UP PLAN.**

Bidder shall provide a full and complete back-up operation plan if the contracted services are suspended. The Hauler may cease collection of refuse and recyclables only if an emergency-only travel ban has been issued for the Town of Manlius or under discretion of the Town Board when the conditions are deemed hazardous for Hauler's personnel or residents of the Town of Manlius.

**14. TERMINATION**

The Town reserves the right to stop work or to terminate this Contract at any time on written notice upon any of the following grounds:

- i. The Hauler is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- ii. A receiver or liquidator is appointed for the Hauler or for any of their property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- iii. The Hauler refuses or fails to prosecute the work or any part thereof with due diligence; or
- iv. The Hauler refuses or fails to comply with all applicable laws or ordinances; or
- v. The Hauler is guilty of a substantial violation of any provisions of this contract;
- vi. The Town Board may terminate the agreement, and all liability of the Town of Manlius under the agreement shall cease, and the Town of Manlius shall be free to enter into collection and disposal arrangements or agreements with other Haulers and to bring action on the performance bond(s).

If this Contract is so terminated, Town shall be liable only for the payment of services performed and approved prior to the effective date of termination, which for purposes herein is the date of mailing of the Notice of Termination.

**15. APPLICABLE LAW**

This Contract shall be interpreted in accordance with the laws of the State of New York.

**16. PROHIBITION AGAINST SUBCONTRACTING**

Hauler may not use a subcontractor for any part of the work to be performed under this Contract except with the prior written consent of the Town.

**17. RISK OF LOSS**

The Hauler assumes the risk of, and shall at all times be responsible for, any loss or damage to Hauler's boxes, compactors or other equipment or materials furnished under this Contract and maintained on properties within the Town. The Hauler shall maintain adequate insurance to cover this risk.

**18. COMPLIANCE WITH LAWS**

The Hauler shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities, agencies and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.

**19. WARRANTY OF SERVICES**

Upon written notice from the Town of any defective service, Hauler shall correct or re-perform any defective or nonconforming services at no cost to the Town and any services corrected or performed by the Hauler pursuant to this clause shall be subject to all provisions of this Contract to the same extent as work initially performed. The Town, upon the failure of the Hauler to collect the garbage, refuse, rubbish, trash and recyclables in accordance with the terms herein, which failure has not been cured within two (2) days following written notice thereof, shall have the right to (1) withhold any monies then due to the Hauler until the Hauler shall properly perform same and/or (2) hire and retain any other hauler to do the collection or removal and deduct the cost to expense thereof from the amount due to the Hauler hereunder or from the security hereunder. If the Town does not require correction or re-performance, the Town shall make an equitable adjustment in the Contract price. The rate to be used to compensate the Town for disposing of garbage shall be \$250 per hour for collection and hauling plus tipping fees for disposal.



## **20. TAXES**

The Town is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Town pursuant to this Contract.

## **21. SECURITY FOR FAITHFUL PERFORMANCE**

Hauler shall, within ten (10) days after the receipt of the Notice of Award, and for each following year of the contract or renewal, furnish the Town Board with cash security, an irrevocable letter of credit or Performance Bond each in a sum equal to the amount of the Contract based on the Bid price for each year for the purpose of securing the performance by the Hauler of all undertakings, covenants, terms, conditions and agreements of the Contract Documents. Such letter of credit shall be issued by a commercial bank licensed to and transacting business in New York and with a local office in Onondaga County. If a bond, it shall be executed by the Hauler and a Corporate Surety licensed to transact such business in the State of New York and with a local agent or representative in Onondaga County. The premium, fee and any collateral security for any such letter of credit or bond shall be borne in full by the Hauler. If at any time such issuer or surety on any such letter or bond is declared bankrupt or loses its right to do business in the State of New York, Hauler shall, not later than five (5) days therefrom substituted an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town Board. The premiums on such Bond shall be paid by the Hauler. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the Town of Manlius.

## **22. INSURANCE**

Upon execution of the Contract, and prior to the Hauler's commencing any work or services with regard to the Project, the Hauler shall carry commercial general liability insurance on ISO for CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Hauler shall provide the Hauler with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Town as Additional Insured, shall not be less than \$2 million dollars each Occurrence, \$6 million Products/Completed Operations Aggregate and \$6 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent Haulers, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Haulers or subcontractors. All coverage shall be placed with an

insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All Hauler insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town of Manlius for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance and Endorsement shall provide that the insurer must give the Town Board at least 30 days' prior written notice of material modification, cancellation, or termination of the Hauler's coverage thereunder. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Hauler shall supply the Hauler with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Town of Manlius as set forth above.

Additionally, and prior to commencement of the Work, the Hauler shall provide the Town Board with a Certificate of Insurance showing liability insurance coverage for the Hauler and any employees, agents, or subcontractors of the Hauler for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town Board. Coverages shall be no less than the following:

- i. **Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Hauler prior to cancellation or non-renewal, providing coverage of not less than \$2,000,000 for bodily injury caused by accident and \$2,000,000 for bodily injury by disease.**
- ii. **Business Auto Liability Insurance: Written in the amount of not less than \$3,000,000 each accident.**
- iii. **Waiver of Subrogation: Hauler shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to Losses arising out of or in connection with the Work.**

The foregoing insurance coverage shall not be materially modified, terminated, or cancelled during the term of this Contract. The Hauler shall cause the Town and the Town Board to be named as additional insureds under the Comprehensive Public Liability and Auto Liability policies.

## **23. HOLD HARMLESS**

The work performed by the Hauler shall be at the risk of the Hauler exclusively. To the fullest extent permitted by law, the Hauler shall indemnify, defend (at Hauler's sole expense) and hold harmless the Town of Manlius, its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultant's fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Hauler or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Hauler, its employees, or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive.

Hauler's indemnification and defense obligations hereunder shall extend to Claims occurring after this agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

## **24. CHANGES**

The Town may, at any time, and from time to time, by a written order, make changes within the general scope of this Contract, including, but not limited to, the definition of services to be performed, and the time (*i.e.*, hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Hauler for an adjustment under this clause must be asserted by the Hauler in writing within fifteen (15) days from the date of receipt by the Hauler of the written change order unless the Town grants, in writing, an extension to the fifteen (15) day period. Charges for any extra work or material will not be allowed unless made pursuant to this clause.

**25. INSPECTION OF SERVICES**

All services provided by Hauler hereunder shall be subject to inspection and test by the Town, to the extent practicable, at all times and places during the term of the Contract. All inspections and tests by the Town shall be made in such a manner as to not unduly delay the work.

**26. PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Hauler shall use reasonable care to avoid damaging existing buildings, structures, streets, equipment, trees, and vegetation in the Town. If the Hauler fails to do so, Hauler shall replace or repair the damage at the Hauler's expense. If Hauler refuses or fails to make such repair or replacement, the Hauler shall be liable for the cost thereof which may be deducted by the Town from payments due or which may become due to the Hauler.

**27. SAFETY**

The Hauler shall be responsible for safety related to and during the performance hereunder. The Hauler shall ensure that its employees are notified of and observe and abide by all safety regulations and laws, including, but not limited, to, those issued by the Town. The hauler shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property.

**28. BREACH OF CONTRACT**

In the event of the breach of this Contract by either party, the successful litigant shall be entitled to recover reasonable attorneys' fees, any and all court costs, expert witness fees, disbursements, including, but not limited to, such costs incurred prior to and during litigation.

**29. ASSIGNMENT OF CONTRACT**

This Contract cannot be assigned by Hauler to an unrelated third party without the prior written consent of the Town. Hauler agrees that if Hauler's business is acquired in whole or in part by another solid waste hauler, Hauler will require the purchaser of Hauler's business to agree to fully assume all responsibilities of the Agreement and to be fully bound by all the terms and conditions of this Contract which will not be assigned in part, and Hauler will make such acceptance of an assignment of this Contract a pre-condition to the purchase of its business.

**30. FOOD WASTE AND ORGANIC COMPOUND MATERIAL**

The Town is interested in Hauler's ideas and proposals to begin a Food Waste and Organic Compound Material pilot program during the term of the Contract as set forth on Exhibit E of this Contract. Preference may be given to the Hauler that has experience in this area and has a committed plan for the separate collection and disposal food waste and organic compound material.

**IN WITNESS WHEREOF**, the parties have executed this Contract which is effective as of \_\_\_\_\_, 20 .

**ATTEST:**

**HAULER:** \_\_\_\_\_

**TOWN OF MANLIUS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: SARA BOLLINGER  
Title: Supervisor

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
301 Brooklea Drive  
Fayetteville, New York 13066

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**AGREEMENT**

**(Attach Insurance Certificates Here)**

**AGREEMENT**

**(Attach Performance Bond Here)**

## **EXHIBIT A**

### **SCOPE OF WORK AND TOWN REQUIREMENTS**

Hauler shall pick up once weekly on the Collection Day all trash, solid waste, rubbish, garbage, refuse, food waste, and recyclables put out by residents of one, two and three family homes within the District as depicted in Exhibit "B" and shall deliver all trash, garbage, rubbish, refuse, food waste, and other solid waste to OCRRA disposal or processing facilities and all recyclables to an OCRRA Contracted Material Recovery Facility for processing.

The Hauler shall cause all its employees and other persons performing work hereunder to comply with all instructions pertaining to conduct and regulations issued by the Town. All the Haulers employees shall wear readily visible identification mutually satisfactory to the Town and the Hauler. The Town may promulgate and modify from time-to-time rules and regulations relating to conduct as the Town, in its sole discretion, may determine and the hauler shall cause all its employees performing work to comply with such regulations. The Hauler must recognize that Town neighborhoods are places where children and others are at all times. Therefore, the Hauler agrees to always obey the Town regulations so as to always ensure a safe and respectable presence upon roads, streets, highways, and parking lots on the Town.

#### **Specifications for Trash and Recyclable Removal Services**

##### **General Provisions**

- The hauler shall collect all garbage, trash, rubbish, refuse, food waste, and other such solid waste, and recyclables in the District at each location on a weekly basis. The Hauler shall establish a uniform schedule for collection so that each residence will be informed of the specified day (i.e., "Collection Day") on which their trash and recyclables will be collected.
- During the time that Hauler is collecting, transporting, and disposing of such garbage, trash, rubbish, refuse, solid waste, and recyclables from District generators, no waste, recyclables, or materials of any kind should be loaded on the Hauler's vehicle from any other source. Hauler recognizes that taking any such material from other sources would result in the Town paying for someone else's waste disposal which, if it financially benefits the Hauler or some third party, would constitute fraud.

- The Hauler shall be responsible for disposing of all said garbage, trash, rubbish, refuse and other solid waste collected under this Agreement from generators in the Town of Manlius at OCRRA facilities.
- The Hauler shall collect from Town generators all County Recyclables designated by OCRRA and contained in recycling containers.
- The Hauler agrees to comply with Onondaga County Local Law No. 12 of 1989, as amended, which requires that all County-designated Recyclables are delivered to a Material Recovery Facility for recycling and that County-designated recyclables may not be disposed of as waste. A copy of an updated version of Local Law No. 12 is attached hereto as Exhibit "C" for reference.
- All refuse, garbage, rubbish, trash, and other solid waste collected by the Hauler hereunder shall be transported to the OCRRA Waste-to-Energy Plant on Rock Cut Road in the Town of Onondaga, New York or other OCRRA facility as directed by OCRRA. All recyclables shall be transported to an OCRRA Contracted Materials Recycling Facility. All costs associated with the disposal of solid waste collected under this Contract are the Hauler's responsibility. All monies or credits due or received for the delivery of recyclables collected under this Contract shall accrue to the Hauler.
- The Town Board will direct residents to place all items to be collected by the Hauler at the curb line in front of their respective residence on the designated collection day.
- In the event there is any disagreement as to what is considered to be ordinary garbage, trash, refuse, rubbish, solid waste or recyclable, then the parties hereto shall agree to meet and make a good faith effort to resolve the dispute. If the parties cannot resolve the dispute, then the parties shall agree to an Arbitrator from the American Arbitration Association within ten (10) days from the date of notice of such disagreement. The matter shall be presented to the Arbitrator and both parties shall then abide by the decision of the Arbitrator so appointed.
- The Hauler shall, upon emptying garbage and refuse bags, cans, or recycling bins, and loading trucks in accordance with this Agreement, pick up all trash, papers, garbage, rubbish, and recyclables or any other refuse and keep the pickup areas as clean as possible. It is agreed that the Hauler will prevent garbage, rubbish, trash, papers, refuse, recyclables, and other materials from cluttering the pickup areas as a result of Hauler's pickup.

- No limbs of trees, logs, brush, leaves, lawn trimmings, or other yard waste, or construction and/or demolition debris will be taken by the Hauler.
- All waste materials shall be placed at the road's/street's edge and all trash shall be in bags or containers that are in good condition, and which are no larger than 32-gallon size, not to exceed a total of eight (8) bags or containers per unit.
- Trash and/or recyclables not properly separated according to Town and OCRRA standards shall be tagged by the Hauler and left, and the Hauler shall notify the homeowner or resident as to the reason their trash and/or recyclables were not picked up.
- Hauler will instruct its personnel to be courteous at all times during the performance of their work and will establish a procedure to promptly resolve complaints made by District residents as to service.
- The Hauler shall provide the Town with the phone number of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be able to dispatch personnel and equipment to rectify problems created by the Hauler.
- Progress and coordination meetings shall be held as required by the Town, with the Hauler's supervisory representatives with decision making authority, in attendance.

### **Option A**

#### **Containers**

- The Hauler shall make available to District residents trash containers or carts, which may be purchased or rented by such residents at the additional costs stated in the Bid.
- All such containers provided by the Hauler hereunder shall be leak-proof.

**All household containers used by District residents for disposal must not weigh over fifty (50) pounds when full.**

- All residential collection shall be made from the curb and emptied containers and receptacles shall be returned to the curb (not thrown or tossed) in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks. The Hauler may, however, pick up such residential waste at a designated location within the property (typically at the garage door) of

any resident that requests such service at an additional cost, arranged separately with each such resident.

## **Option B**

### **Containers**

- The Hauler shall make available to all District residents trash and recycling containers, with lids, designed for the forklift type of collection vehicle, the cost of which will be described in the Bid.
- All such containers provided by the Hauler hereunder shall be leak-proof.
- All residential collection shall be made from the curb and emptied containers and receptacles shall be returned to the curb in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets or to pedestrians lawfully using adjacent sidewalks.

### **Vehicles**

- All refuse collected under this Contract shall be collected, hauled, and transported in fully enclosed, watertight, steel body, packer-type garbage trucks in good condition and repair. When backing a vehicle is unavoidable, such as a dead-end street, a second employee of the Hauler must exit the vehicle and direct the driver's path to ensure safety.
- Hauler shall provide adequate trucks, together with covers and containers, to prevent the falling off or spilling off from the vehicles of the materials and items collected under this Agreement.
- All Hauler's vehicles shall be equipped in accordance with all Department of Transportation and Interstate Commerce Commission requirements.
- All Hauler's vehicles shall be well maintained and operating in accordance with all Department of Motor Vehicles' regulations.
- All Hauler's disposal vehicles shall be permitted by OCRRA.
- All Hauler's vehicles shall have insurance at all times hereunder in accordance with New York State Insurance Law.
- All Hauler's vehicles shall be capable of engaging, lifting and emptying all containers without spillage, or reckless tipping or dropping.

- All Hauler's vehicles shall be equipped with adequate windows and mirrors to provide the driver with complete vision of the container, the surrounding areas, and the emptying operation.
- All Hauler's vehicles shall be equipped with back-up alarms.
- Hauler shall have back-up vehicles available as replacements in the event of a breakdown.
- All Hauler's vehicles shall obey posted speed limits while operating within the Town.
- While operating within the Town, Hauler shall not throw or scatter or cause to be scattered or deposited or to escape from the vehicle any solid waste, recyclables, and/or materials.
- Hauler shall not allow leachate from waste material or other obnoxious or contaminating substances to drain from the Hauler's vehicle on roads, streets, highways, and parking lots located within the Town. Hauler shall not open pick-up truck spigots on roads, streets, highways, and parking lots located within the Town.
- Any Hauler vehicle parked or garaged in the Town shall be parked or garaged at locations approved by the Town.
- All of Hauler's vehicles shall be conspicuously labeled with the name and telephone number of Hauler.
- Hauler will, under no circumstances, bring hazardous waste upon Town properties.

### **Clean-up**

- Hauler shall be responsible to clean and/or repair any area damaged by spills or leaks from Hauler's equipment.
- Hauler shall be responsible for cleaning areas of loose waste materials dropped at the pick-up sites during the emptying process.

### **Removal of Uncollected Waste**

- Where certain solid waste, recyclables and/or other waste materials were not collected because those materials were not placed or prepared in a proper fashion, the Hauler shall respond to the Town's needs by making an unscheduled pick-up to collect all such garbage.

- Hauler shall pick up all garbage, trash, rubbish, refuse, food waste and other solid waste, recyclables and/or other such waste materials. In the event that Hauler does not pick up all the waste properly placed for pick up, then Hauler shall make an arrangement to promptly (i.e., within 24 hours) return to pick up all remaining waste or the Town may hire a third party to do so, and Hauler shall pay for the cost of removal of all such waste.

### **Miscellaneous**

- The Hauler shall provide at no cost to the Town a roll off container, which shall be located at a specified location determined by the Town for use by Town employees. The Town shall reimburse the hauler for any tipping fees associated with the disposal of refuse from such container.

### **Excluded Materials**

- The following materials are specifically excluded from this Contract and shall not be picked up by the Hauler:
  - Asbestos and asbestos containing materials
  - Sewage
  - Acids, caustics, poisons
  - Large items of machinery and equipment, including motor vehicles and parts thereof
  - Agricultural equipment
  - Septic or human wastes
  - Flammable substances
  - Human remains
  - Chemotherapeutic waste
  - Foundry sand
  - Used oil
  - Explosives and ordnance
  - Cleaning fluids
  - Hazardous waste
  - Hazardous chemicals
  - Regulated medical waste
  - Yard and garden waste, including brush, leaves, grass clippings, tree limbs and cuttings
  - Construction and demolition materials
  - Liquid waste
  - Incinerator ash or residue
  - Auto batteries
  - Paints

The Hauler will be required to collect the following additional items, in dry condition, on a case-by-case basis, arranged separately, at a predetermined additional cost to the generator, and Bid submitted by the Hauler shall define the approximate cost associated with the collection of each item. Given that there are many potential variables that determine the cost to remove these additional items, the actual price may vary from the cost set forth below and must be negotiated between the hauler and the resident. Payment for such pickup shall be made by the resident directly to the Hauler.

#### **Item**

- Hot water tanks, stoves, washers, dryers, white goods
- Refrigerators, air conditioners, freezers, dehumidifiers
- Bathroom Fixtures (toilets, sinks, tubs)
- Tires
- Rugs
- Furniture
- Construction and demolition debris
- Each trash bag in excess of the 8-bag limit
- Lawn mowers
- Play Structures
- Garage service: Price structure to be determined  
By the Hauler
  
- The approximate special pick-up prices included in the Bid shall remain in effect for the term of the Contract, including any option years. The hauler shall provide a price list to the District residents for these additional services. Nothing in this paragraph shall be construed as granting the Hauler an exclusive right to collect these items.

#### **Customer Complaints**

- The Hauler is responsible for handling all complaints and will document complaints received on a form provided by the Town. On an annual basis, the Hauler will provide District residents with at least one phone number, fax number and email address and contact person for complaint purposes. The resident should first attempt to resolve the complaint with the Hauler directly. If agreement is not reached, the complaint is then presented to the Solid Waste/Municipal Recycling Liaison. The Solid Waste/Municipal Recycling Coordinator has the authority to back charge the Hauler for the Town services used to resolve the complaint. This authority may be enforced without the approval of the Town Board. **If the Complaint is not so resolved, the Town shall have the right to withhold Two Hundred Fifty Dollars (\$250.00) in payment for each unresolved homeowner complaint. Upon documentation of complaint resolution, the Two Hundred Fifty Dollars (\$250.00) withholding shall be returned to the Hauler with the next monthly payment.**

**EXHIBIT B**

**TOWN OF MANLIUS RESIDENTIAL TRASH DISTRICT  
MAP / COLLECTION ROUTE**

**EXHIBIT C**

**LOCAL LAW NO. 2012-2  
A LOCAL LAW ENACTING A NEW ONONDAGA COUNTY SOURCE  
SEPARATION LAW, AND REPEALING LOCAL LAW 12-1989, AS AMENDED  
BY LOCAL LAW 14-1991**

## **EXHIBIT D**

### **COLLECTION SCHEDULE / HOURS OF OPERATION**

#### **Hours of Operation**

- Hauler shall conduct all work hereunder (i.e., rubbish and recyclable pick up) during the following hours of operation: 6:00 am to 5:00 pm on Monday through Friday in an established uniform schedule. In any week when a major holiday falls on a weekday, then collection is allowed on Saturday. Hauler shall provide to each residence in the District receiving service written notice of the scheduled Collection Day and the holidays to be observed. The collection schedule shall be filed with the Town Clerk prior to commencement of this Contract. No deviation shall be made from said established collection days without the prior written approval of the Supervisor of the Town of Manlius or his designee. The Hauler shall immediately notify, in writing, each residence in the District receiving service of any approval change in the collection schedule.

#### **Special Events**

- For special events the Hauler shall respond to the needs of the Town by adjusting its collection schedule to ensure that no delivery or collection will interfere with such event.

## EXHIBIT E

### FOOD WASTE & ORGANIC COMPOST MATERIALS

Vendors are asked to recommend to the Town a cost-effective organics transport solution to the Amboy Compost Facility. Vendors are encouraged to submit a Bid Addendum to respond to the Town Board's goal to reduce the amount of residential trash by diverting organic waste to compost. Models exist in other communities.

On OCCRA site:

Companies and schools can follow this process:

[https://ocrra.org/wp-content/uploads/1/2015/12/Food\\_Scrap\\_Generator\\_Brochure\\_Commercial\\_Recycling\\_Page.pdf](https://ocrra.org/wp-content/uploads/1/2015/12/Food_Scrap_Generator_Brochure_Commercial_Recycling_Page.pdf)

OCCRA accepts organics at less than \$0.02 per pound (less than half the cost of normal trash disposal).

The EPA has a planning tool and example of contracts (good ideas as we plan for a ramp up over the next few years of solutions that get us closer to much less landfill waste):

<https://www.epa.gov/transforming-waste-tool/full-contracts-and-agreements-transforming-waste-streams-communities>

Following are options for discussion and future planning:

[https://www.epa.gov/sites/default/files/2016-01/managing\\_waste\\_tool\\_for\\_communities\\_jan\\_2016\\_4.xls](https://www.epa.gov/sites/default/files/2016-01/managing_waste_tool_for_communities_jan_2016_4.xls)

**PAYMENT ITEM 1**  
**COLLECTION AND DISPOSAL**  
**OF ALL**  
**REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES**

**Work Included**

- All labor, equipment and materials necessary for and incidental to the collection and disposal at OCRRA facilities of all refuse, rubbish, garbage and recyclables from all one, two and three family residences within the District that receive such collection and disposal services.
- Performance of all operations with the conditions set forth in the Information for Bidders, Section 1, as well as Exhibit "A" to proposed Contract attached hereto.
- Collection and disposal of such refuse, rubbish, garbage, and recyclables in accordance with the provisions of the OCRRA Haulers Permit and Contract for the Use of Agency Facilities.

**Method of Payment**

Payment for all work under this Contract will be made in equal monthly installments in arrears at the end of each month.



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Manlius, NY** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **7/1/26-6/30/27**.

### I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member’s needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

***Important information for members residing in California:** Under California’s Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period. If your organization’s Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – Cannot exceed six (6) sessions in a twelve-month period.***

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life. Discounts vary by season and location.



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## II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

## III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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#### IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

#### V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

#### VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

**Legal benefits exclude coverage for:**

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



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## VII. Term

- A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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**X. Force Majeure**

ESI’s inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI’s reasonable control (“Force Majeure Event(s)”) shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

**XI. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

**XII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES LLC**

**Town of Manlius, NY**

\_\_\_\_\_  
 Gordon G. Bell, President

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



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## Employee Assistance Program (EAP) | EXHIBIT A

Town of Manlius, NY ("Client") 7/1/26-6/30/27

### Service Charges and Payment

- A. The annual fee for the employee assistance program is **\$33.30** per employee.
- B. The total number of employees covered under this Agreement is **119**.  
(64 Town, 55 Police)
- C. Client agrees to pay ESI the sum of **\$3,962.70** annually.  
(\$2,131.20 Town, \$1,831.50 Police)
- D. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Semi-Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$300.00** per hour plus travel time.

#### Cancellation Policy for Trauma Response Service:

If your organization cancels a scheduled Trauma Response with less than 48 hours' notice:

- **If the Trauma Response is *not* included in your contract:** A cancellation fee of **\$350** will be charged.
  - **If the Trauma Response *is* included in your contract:** One Trauma Response will be deducted from your contracted total.
- H. DOT-required Substance Abuse Evaluations - **\$850.00** each.



June 23, 2026

Sarah Bollinger  
Town Supervisor  
Town of Manlius  
301 Brooklea Dr.  
Fayetteville, NY 13066

Dear Sarah Bollinger:

On behalf of New York State and Empire State Development, please let me express our enthusiasm for working with you and Town of Manlius to undertake its Strategic Plan as described in the attached Incentive Proposal.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are proposing to assist the Town of Manlius with its project in New York State. If you choose to proceed under the terms outlined in the Incentive Proposal, please acknowledge your decision by signing the attached Incentive Proposal and returning one copy to me via email by August 23, 2026. As noted in this Incentive Proposal, funding for this project is subject to the availability of funds, completion of any applicable requirements regarding smart growth, environmental, climate, and historic review, non-discrimination and contractor diversity, and other applicable statutes, ESD CEO approval and compliance with program requirements.

Please send a \$250 Application Fee payable to Empire State Development, with the project number **(138,805)** listed in the Memo line, directly to: Empire State Development, P.O. BOX 5583, New York, NY 10087-5583.

We look forward to working with you on this exciting project. Please contact Ryan Smith at (315) 793-2762 or [Ryan.Smith@esd.ny.gov](mailto:Ryan.Smith@esd.ny.gov) with any questions.

Very truly yours,

Ryan Smith  
Economic Development Program Administrator

cc: Glendon McLeary

Attachments

Recipient Name:

Town of Manlius

General Information	
<b>Contact Name &amp; Mailing Address:</b>	Sarah Bollinger Town Supervisor Town of Manlius 301 Brooklea Dr. Fayetteville, NY 13066 (315) 637-3414
<b>Email:</b>	<a href="mailto:sbollinger@townofmanlius.org">sbollinger@townofmanlius.org</a>
<b>Telephone No:</b>	(315) 637-3414
<b>Type of Business:</b>	Government - Municipality
<b>Project Location(s):</b>	<b>NYS Region:</b> Central New York Onondaga County Burdick Street Manlius, NY 13066 Onondaga County
<b>Project Description:</b>	The Town of Manlius will invest \$100,000 to prepare a land use and development plan to transform the North Burdick and Genesee Street corridors into a walkable, sustainable town center that establishes a new community identity. Existing conditions and community input will inform a visionary master plan addressing future land uses, infill and redevelopment opportunities, complete streets strategies, traffic calming measures, zoning updates, and public space enhancements.

**Project Information \*** *\*Based on the Company's project information submissions of a CFA or PIW*

<b>Net New Full-time Permanent Employee Job Commitment:</b> <i>New positions may not be filled by transferring employees from other New York State locations.</i>	N/A	<b>Permanent Full-time equivalent employees at all NYS Locations:</b>	N/A
<b>Permanent Full-time equivalent employees at Project Location(s):</b>	N/A	<b>Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s):</b>	N/A

<b>PROJECT BUDGET:</b>  <i>THE FOLLOWING COSTS WILL BE INCURRED TO COMPLETE THIS PROJECT</i>	<b>STRATEGIC PLANNING/FEASIBILITY STUDY:</b>	\$85,000
	<b>OTHER PROJECT COSTS (SPECIFY):</b> Legal	\$15,000
	<b>TOTAL ESTIMATED COST:</b>	\$100,000.00
<b>Project Commencement Date:</b>	11/18/2024	<b>Project Completion Date:</b> 09/15/26
<b>Projected ESD CEO Approval Date:</b>	12/17/26	

**Incentives**

<b>Grant Funding Source:</b>	<b>Urban and Community Development Program Fund – Strategic Planning &amp; Feasibility Studies</b>
<b>Grant Award Amount Up to:</b>	\$50,000
<b>Grant Disbursement Schedule:</b>	Funds will be disbursed in lump sum upon project completion, as described in the Project Description and Project Budget listed above and as evidenced by completion of the land use and development plan and/or other documentation verifying project completion as ESD may require, and documentation verifying project expenditures of \$100,000.
<b>Non-ESD Assistance (estimate)</b>	N/A

**Total Incentive Offer**

ESD:	\$50,000.00	IDA Sales Tax Exemption:	
Empire Zones:		PILOT:	
OCR:		Utility:	
NYSERDA:		Municipality:	
NYPA:		Local Development Corp.:	
Total NYS:	\$50,000	Total Non NYS:	

<b>Total of All Incentives:</b>	<b>\$50,000</b>
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**For ESD<sup>1</sup> Internal Use Only:**

Job Growth Track <input type="checkbox"/>	Investment Track <input type="checkbox"/>	Project # 138,805	CFA # 141946
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**Incentive Proposal – Definitions and Conditions**

**Definition of Full-time Permanent Employee:** (i) a full-time, permanent, private-sector employee on the Recipient’s payroll, who has worked at the Project Location for a minimum of 35 hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Recipient’s payroll, who have worked at the Project Location for a combined minimum of 35 hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

**Department of Labor** Recipient authorizes the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this Incentive Proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested; and the use of information and records released pursuant to this authorization shall be limited to government purposes concerning the certification of this company for Excelsior Jobs Program benefits under Article 17 of the Economic Development Law, monitoring compliance with Excelsior Jobs Program requirements, including compliance with worker protection laws, and reviewing the performance of the Excelsior Jobs Program.

**New York State Job Bank:** ESD encourages the Recipient to post, to the maximum extent feasible, job openings associated with this project through the New York State Job Bank, where New Yorkers can view the region in which they live, see which industries are growing and find out what jobs are available in various economic sectors. Job listing options include:

- Self-posting – No cost service allows businesses to manage their job orders throughout the recruitment process. <https://newyork.usnlx.com/>
- Indexing – No cost service to allow jobs posted on your company website to upload daily to the New York State Job Bank. <https://usnlx.com/indexingrequest.asp>

<sup>1</sup> The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

Recipient agrees to allow the Department of Labor to contact Recipient's Human Resources department (or other relevant department) for the purpose of listing open jobs on the New York State Job Bank.

**Good Standing:** The recipient is authorized to do business and is in good standing in the State of New York.

**Tax Information:** Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

**Legal Compliance:** Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws and acknowledges that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

**Environmental, Historic and Smart Growth Review:**

Recipient must comply with any applicable environmental, historic, and smart growth review that is required due to ESD assistance or any other public approval or action. Until this is completed, work on any ESD funded project may not begin.

- For further information about Environmental Review under the State Environmental Quality Review Act (SEQRA), please visit the New York State Department of Environmental Conservation's web site at <https://www.dec.ny.gov/permits/357.html>.
- For further information about Historic Review (consultation process), please visit the New York State Historic Preservation Office's web site at <https://parks.ny.gov/shpo/>.
- For further information about Smart Growth review under the Smart Growth Public Infrastructure Policy Act, please visit the New York State Department of State' web site at: <https://dos.ny.gov/nys-smart-growth-program>.

**Grant Program Notices and Conditions/Requirements**

This Incentive Proposal is subject to the availability of funds; completion of any applicable requirements regarding (1) smart growth, environmental, climate, and historic review, (2) non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with applicable statutes and program requirements.

**Disbursements:**

All disbursements require compliance with program requirements and must be requested by no later than 4/1/2028. Expenditures incurred prior to November 20, 2024 are not eligible project costs and cannot be reimbursed by grant funds. The Grant is being provided in connection with the project described in the Consolidated Funding Application (CFA) and that funds will only be made available for projects that are undertaken as described in the CFA, except as expressly authorized by ESD.

**Equity:**

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

**Fees:**

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

**Non-discrimination and Contractor Diversity:**

ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$15,000), in execution of the grant, for any contractual opportunities generated in connection with the project. Additional information can be found [here](#).

The Recipient shall also use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(n), to achieve an overall participation goal of 6% (\$3,000) NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs"), in the execution of the grant, for any contractual opportunities generated in connection with the project. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. A further explanation of the SDVOB reporting requirements is found [here](#).

**Environmental, Historic and Smart Growth Review:**

Please note in particular the Environmental, Historic and Smart Growth Review requirements found [here](#) which, if applicable, must be satisfied prior to starting work on any ESD funded project and ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

**Environmental Sustainability:**

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

**Modification:**

ESD reserves the right to review and reconsider the terms of this Incentive Proposal and/or funding for the project in the event of any material changes in the plans, circumstances, grantee or project.

**Reservations of Rights Concerning ESD Funding:**

It is expected the project will proceed as described and within the time frame set forth by the Applicant. If the project or its implementation fails to proceed as planned or is delayed for a significant period of time and there is, in the exclusive judgment of ESD, material change in the project or doubt as to its viability, ESD reserves the right to cancel its Incentive Proposal for such project.

**Next Steps After Accepting this Incentive Proposal:**

Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

By signing recipient understands and acknowledges the following

This Incentive Proposal expires August 23, 2026 unless endorsed below and received by ESD prior to the expiration date. The accepted Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

Recipient has read and knows the contents of the Incentive Proposal prepared by ESD.

Recipient has read and understands that this project will be assessed for consistency with the State's Climate Act and understands the consequences of non-compliance if applicable.

Recipient reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants.

Recipient knows all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.


Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project. Recipient hereby accepts the Incentive Proposal in its entirety.

Recipient did not finalize the decision to undertake the project described in the Incentive Proposal prior to November 20, 2024.

**APPROVED BY:**

Glendon McLeary  
Vice President and Director of Loans & Grants  
Empire State Development  
655 Third Avenue  
New York, NY 10017  
Phone: (212) 803-3658

**ACCEPTED BY OR ON BEHALF OF:**



**Date Signed:** June 23, 2026

**ACCEPTED BY:**

Sarah Bollinger  
Town Supervisor  
Town of Manlius  
301 Brooklea Dr.  
Fayetteville, NY 13066  
(315) 637-3414

I have read and understand the contents of this incentive proposal and accept it, including the attached terms, conditions and program requirements. I certify that the information provided to ESD for the purposes of obtaining such assistance is true and any financial and employment projections were prepared in good faith based on reasonable assumptions. Further I certify that the recipient, to the best of my knowledge, is compliant with all environmental, worker protection and tax laws and authorize ESD to verify such compliance with relevant government agencies. I acknowledge that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

**ACCEPTED BY OR ON BEHALF OF:**

\_\_\_\_\_

**Date Signed:**

Budget Adjustments

<u>Acct Number</u>	<u>Acct Name</u>	<u>Adjustment</u>
A00 4.2680	Insurance Recoveries	\$ 170.00
A00 4.2770	Unclassified Revenue	\$ 126.29
A00 5.5132.449	Garage-Maintenance Building	\$ 23,848.27
B00 4.2655	Zoning Compliance Letters	\$ 260.00
B00 5.3620.451	Code Enforcement-Litigation	\$ 260.00
SR1 4.1001	Trash-Real Property Taxes	\$ 704.03
SR2 4.1001	Brush-Real Property Taxes	\$ 203.67
SR2 5.8160.102	Brush-Longevity Pay	\$ 203.67
CM4 5.1110.200	Court Special-Equipment	\$ 543.32
A00 5.3120.400	Police-Contractual	\$ 1,350.00
A00 5.3120.412	Police-Vehicle Repair	\$ 2,200.00
A00 4.1520	Police Fees	\$ 28,101.67
A00 5.3120.200	Police-Vehicles	\$ 28,101.67

Budget Transfers

<u>From Acct Number</u>	<u>Acct Name</u>	<u>To Acct Number</u>	<u>Acct Name</u>	<u>Amount</u>
A00 5.1220.400	Supervisor-Contractual	A00 5.1220.403	Supervisor-Association Dues	\$ 71.00
A00 5.1355.400	Assessors-Contractual	A00 5.1355.403	Assessor-Association Dues	\$ 350.00

# July 2026

July 2026							August 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1 12:00pm 250 Anniversary Flag Raising	2	3	4
5	6	7	8 6:30pm Town Board	9	10	11
12	13 6:30pm Planning Board	14	15	16 5:30pm Party in the Plaza 6:30pm ZBA 7:00pm Beautiful, The Carole King Musical	17 7:00pm Beautiful, The Carole King Musical (Rec Dept Summer Show) (Eagle Hill Auditorium)	18 7:00pm Beautiful, The Carole King Musical (Rec Dept Summer Show) (Eagle Hill Auditorium)
19	20	21 5:00pm Solar Discussion (Minoa Library (242 N 5:00pm Tree Commission 6:30pm Watershed	22 4:00pm Age Friendly Committee 6:30pm Town Board	23	24	25
26	27 6:30pm Planning Board	28	29	30	31	Aug 1

301 Brooklea Drive  
Fayetteville, NY 13066  
Phone 315-637-3414  
Fax 315-637-0713



**Supervisor:**  
Sara Bollinger

**Town Board:**  
Brett Edkins  
Ingrid Gonzalez-McCurdy  
Alissa Italiano  
Katelyn M. Kriesel  
Michael Nesci  
William Nicholson

**Minutes  
Town Board Meeting  
June 10, 2026  
6:30 PM**

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Website, and the Town Facebook page.

Supervisor Bollinger presided, and the following Board members were present:

**Absent**

**Brett Edkins, Councilor  
Ingrid Gonzalez-McCurdy, Councilor  
Alissa Italiano, Councilor  
Katelyn M. Kriesel, Councilor  
Mike Nesci, Councilor  
William Nicholson, Councilor**

The following Town Officers were present: Lisa Beeman, Deputy Town Clerk. William Wolfe, Town Attorney. Lieutenant Greg Snyder. Ann Oot, Town Manager. Kay Blythe, Assistant Town Manager. Maria Lenway, Comptroller.

**In-Person Attendees: Stephanie Volles, Syracuse, Crag A. Dudczak, Fayetteville, Cheryl Matt, Fayetteville, Mary Teske, Fayetteville, Matthew Denton, Manlius and Mike Friend, Fayetteville**

**Virtual Attendees: None**

**Pledge Of Allegiance**

Supervisor Bollinger called the meeting to order at 6:31PM. Councilor Nesci led the Pledge of Allegiance. Supervisor Bollinger welcomed everyone and thanked all for

attending.

## **Open Podium**

Stephanie Volles spoke about rental properties in the Town and she is of the opinion that registries like the City of Syracuse should be considered.

Matthew Denton asked about the executive session at the last Board meeting regarding a lease of real property and what is the purpose of the property being looked at.

Mary Teske asked if the information will be released to the public before any contracts are signed? She also would like to understand the Hoag Lane drainage district resolution.

## **Town Highway Department**

### **1. Highway Department Addition & Renovations Update - CHA**

Mike DeLima gave a presentation regarding the Highway Department Addition and Renovations.

### **2. CHA Amendment**

Councilor Nesci made a motion, Seconded by Councilor Kriesel, to approve and authorize the supervisor to sign the amendment to the professional services agreement with CHA Construction for the extension of services from January 1, 2026, to June 26, 2026 in the amount of \$97,700 upon final legal review.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci, Councilor Nicholson

Nayes: None

Abstain: None

Results: Passed

## **Board of Assessment Review**

### **1. Secretary Salary**

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to divide the Secretary to the Board of Assessment Review salary among Pilar Lyons, Kristin Howe, and Ryan Tyreman, with each receiving a one-time lump-sum payment of \$400 for sharing the Secretary's duties.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci, Councilor Nicholson

Nayes: None  
Abstain: None  
Results: Passed

### **Sealed Bids**

#### 1. Trash and Brush Bids

Supervisor Bollinger provided the Board with an update stating that she spoke with Syracuse Haulers today and in light of new information from the hauler, asked that this project be tabled until June 24, 2026.

### **Town Facility and Public Engagement Project Update**

Councilor Kriesel gave an update on the facility study group. She stated that decisions regarding applications were made and emails were sent to applicants. The 1st meeting will be Monday, June 15 at 5:30pm in the Boardroom.

Councilor Gonzalez—McCurdy provided an update regarding the Maxwell students. She stated that they have spoken with staff at the Police Department and Town Hall; they are doing cost analysis and tours of other facilities. Some areas of concern are ADA accessibility, inflation, community interests, bench marking and safety. They will be done on June 18th and will have an update to present to the Board on June 24.

### **Routine Business**

#### 1. Budget Items

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to approve the budget adjustments as presented by the Town Comptroller.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci, Councilor Nicholson

Nayes: None  
Abstain: None  
Results: Passed

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to approve the budget transfers as presented by the Town Comptroller.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci, Councilor Nicholson

Nayes: None  
Abstain: None

Results: Passed

## 2. Comptroller's Reports

Councilor Nicholson made a motion, Seconded by Councilor Kriesel, to authorize the supervisor to sign the Comptroller's Reports for May 2026 as presented.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci, Councilor Nicholson

Nayes: None

Abstain: None

Results: Passed

## 3. Announcements

Councilor Kriesel stated that the CFA was released with a deadline of the end of July; June 23rd there will be a Public Meeting regarding the Burdick/Genesee Street Corridor.

Councilor Nicholson stated that the Police Department had their open house in May, many different services that are provided were highlighted; the Police Department also hosted de-escalation training on June 2 for Town and Village employees.

Supervisor Bollinger stated that the Annual Comprehensive Steering Committee will be held on June 17th at 6:30pm at Town Hall.

Councilor Nesci stated that the 1st Fire and EMS meeting for consolidating Fire and EMS met on June 8th.

## 4. Approval of Minutes

Councilor Gonzalez-McCurdy made a motion, Seconded by Councilor Kriesel, to approve the minutes from May 27, 2026, as presented by the Town Clerk.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci

Nayes: None

Abstain: Councilor William Nicholson

Results: Passed

## 5. Approval of Abstract

Councilor Nicholson made a motion, Seconded by Councilor Kriesel, to approve abstract #11 in the amount of \$1,066,583.76.

Ayes: Supervisor Bollinger, Councilor Edkins, Councilor Gonzalez-McCurdy, Councilor Kriesel, Councilor Nesci, Councilor Nicholson

Nayes: None  
 Abstain: None  
 Results: Passed

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract #11 - 2026	
<b><u>CODE</u></b>	<b><u>FUND</u></b>	<b><u>TOTALS</u></b>
A	General Fund Townwide	\$396,788.81
B	General Fund Part Town	\$6,732.99
DA	Highway Fund Townwide	\$14,107.47
DB	Highway Fund Part Town	\$635,965.56
SR1	Trash	\$250.99
SR2	Brush	\$250.99
SW3	Skyridge Water District	\$50.78
TA2	Trust and Agency - Other	\$1,515.00
SD2	Consolidated Drainage District #2	\$100.00
SL 1-5	Lighting Districts	\$9,044.06
CM4	Court Special Revenue	\$1,777.11
	Total	\$1,066,583.76

**Adjournment**

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Nesci the Board voted unanimously to adjourn regular session at 07:02 PM.

Respectfully Submitted by:

Lisa Beeman  
 Deputy Town Clerk

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	3,586.17
A00-3120	Police	10,017.98
A00-7310	Recreation	1,211.93
-----		
A00 TOTAL	General Fund Townwide	14,816.08
DA0-5130	Machinery	342.70
DA0-5140	Brush & Weeds	35.98
-----		
DA0 TOTAL	Highway Fund Townwide	378.68
DB0-5110	General Repairs	2,408.80
-----		
DB0 TOTAL	Highway -Part Town	2,408.80
SW3-8310	Water Administration	7,084.00
-----		
SW3 TOTAL	Skyridge Water District	7,084.00
-----		
** TOTAL **		24,687.56

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	11,523.50
A00-1420	Attorney	7,788.33
A00-1440	Engineer	5,000.00
A00-1620	Buildings	1,425.25
A00-1640	Central Garage	2,927.11
A00-3120	Police	103.50
A00-5132	Garage	16,574.14
A00-9045	Employee Benefits	488.19
A00-9061	Employee Benefits	2,700.00
A00-9089	Employee Benefits	1,981.35
-----		
A00 TOTAL	General Fund Townwide	50,511.37

B00-3620	Codes Enforcement	516.67
B00-8010	Zoning	647.50
B00-8020	Planning	779.50
-----		
B00 TOTAL	General Fund Part Town	1,943.67
SD2-8540	Drainage	87,875.00
-----		
SD2 TOTAL	Donsolidated Drainage #2	87,875.00
SR1-8160	Refuse	212,284.60
-----		
SR1 TOTAL	Manlius Res Trash Dist	212,284.60
SR2-8160	Refuse	26,384.58
-----		
SR2 TOTAL	Manlius Res Brush Dist	26,384.58
TA2	NON-DEPARTMENTAL	1,431.50
-----		
TA2 TOTAL	Trust & Agency - Other	1,431.50
-----		
	** TOTAL **	380,430.72

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	2,478.43
A00-1010	Town Board	35.98
A00-1220	Supervisor	282.43
A00-1330	Receiver of Taxes	33.57
A00-1355	Assessors	49.00
A00-1670	Central Printing	2,000.00
A00-3120	Police	6,205.06
A00-5132	Garage	484.95
A00-7310	Recreation	7,597.60
-----		
A00 TOTAL	General Fund Townwide	19,167.02
DA0-5130	Machinery	46,513.57
DA0-5140	Brush & Weeds	5.18
DA0-5142	Snow Removal	3,093.18
-----		
DA0 TOTAL	Highway Fund Townwide	49,611.93
DB0-5110	General Repairs	72,815.45
-----		
DB0 TOTAL	Highway -Part Town	72,815.45
-----		
	** TOTAL **	141,594.40

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
A00-3120	Police	346.69
A00-5132	Garage	446.76
A00-9061	Employee Benefits	150.00
-----		
A00 TOTAL	General Fund Townwide	943.45
-----		
** TOTAL **		943.45

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	732.88
A00-1620	Buildings	181.95
A00-3120	Police	1,289.58
A00-5132	Garage	1,344.00
-----		
A00 TOTAL	General Fund Townwide	3,548.41
-----		
DA0-5130	Machinery	61.00
DA0-5142	Snow Removal	149.16
-----		
DA0 TOTAL	Highway Fund Townwide	210.16
-----		
** TOTAL **		3,758.57