Agenda
Manlius Town Board
March 9, 2022
6:30 PM

1. Virtual Meeting Instructions

   Documents:

   3-9-22 TOWN BOARD MEETING INSTRUCTIONS.PDF

2. Pledge Of Allegiance

3. Open Podium

4. Ryan Schulz, Centro - Presentation On County Run E-Bikes And Scooters In The Town Of Manlius

5. Set Date - Public Hearing - Zone Change Request - A&E & SNY Med Spa - Medical Center Drive - Tax Map # 086.-01-03.9 - Restricted Agricultural (RA) To Neighborhood Shopping (NS)

   Documents:

   AE AND SNY CENTER ZONE CHANGE APPLICATION AMENDMENT 2022-02-17.PDF
   LOT 3 OF THE NORTHEAST MEDICAL SUBDIVISON MAP.PDF
   AE - SNY CENTER ZONE CHANGE APPLICATION.PDF
   LOCAL LAW 2022 - 3 AE SNY CENTER ZONE CHANGE CALLING FOR PH.PDF

6. Attorney

   6.I. Recreation Department - Set Contract

   Documents:

   SET CONTRACT - RENTAL PACKAGE INTO THE WOODS.PDF

7. Town Clerk

8. Town Manager
   Court Officer Update

   8.I. Toshiba Managed Print Services Contract

   Documents:

   COPY OF TBS MPS AIMS AGREEMENT 4.0.XLSX TOWN OF MANLIUS_.PDF

9. NYS Canal System Tourism Infrastructure

   Documents:

   POOLSBROOK BOAT LAUNCH CONCEPT.PDF

10. Amendment No. 1 To The Original Comprehensive Plan Agreement

Documents:

MANLIUS COMP PLAN AMENDMENT NO 1.PDF

11. Committee Reports

12. Supervisor
    Onondaga County Agricultural District 3 Update

13. Approval Of Minutes - February 23, 2022

    Documents:

    2-23-22 DRAFT.PDF

14. Approval Of Abstract # 5

    Documents:

    ABSTRACT 5.PDF

15. Adjournment

This meeting is being recorded and live streamed. The recording will be broadcast live and will be posted to the town website at www.townofmanlius.org

Please silence cell phones.

Town of
MANLIUS
New York

# March 9, 2022 – 6:30PM

# Town Board Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or enter the meeting URL web address as listed below.

https://us02web.zoom.us/j/89489661544?pwd=VlRYbXdvWERScnRtbHN5eUNXcmo3Zz09

Password to join when prompted:

Password: **895069**

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 894 8966 1544

Press # again to skip the personal id and enter the password below followed by #

Password: **895069**

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at https://zoom.us/test.

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING

110 FAYETTE STREET
MANLIUS, NEW YORK 13104

February 17, 2022

Mr. John Deer, Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066
*Via email: jdeer@townofmanlius.org*

Mr. Joseph Lupia, Chair
Town of Manlius Planning Board
301 Brooklea Drive
Fayetteville, NY 13066
*Via email: lupia7@yahoo.com*

Re: Zone Change Application
A&E & SNY Center
Medical Center Drive

Dear Supervisor Deer and Chairman Lupia,

On behalf of our client, A&E & SNY Center, we are submitting the enclosed amended zone change application for the parcel of land located on the northerly side of Medical Center Drive adjacent to the Towne Center Retirement Community (tax parcel 086.-01-03.9). Our client wishes to amend to the application and request that the parcel zoning be changed to ***Neighborhood Shopping (NS)*** from its current Restricted Agricultural (RA) zoning. The original application requested that the parcel zoning be changed to Commercial A (CA).

This amendment is in response to our initial meeting with the Planning Board on February 14, 2022 and a follow-up meeting with Chairman Lupia, Doug Miller, Michael Papa (applicant), and myself. As discussed in this meeting, the uses that A&E and SNY Center provide are allowable uses within the NS District. Amending the application allows the Town to restrict future uses if the Center ceases operations at the property; the NS District restricts the allowable uses to those that are compatible with the surrounding neighborhood while the CA District would allow uses that are not compatible with the neighborhood.

We look forward to working with the Town. If you should have any questions or comments, please feel free to contact us.

PH 315-682-5580 • FAX 315-682-5544 • EMAIL:MNAP@NAPCON.COM

Respectfully,

NAPIERALA CONSULTING
Professional Engineer, P.C.

Rod Ives, P.E.
Project Manager

Enclosure

cc: Michael Papa, A&E & SNY Center (papam42020@gmail.com)
Allison Weber, Town Clerk (aweber@townofmanlius.org)
Lisa Beeman, Deputy Town Clerk (lbeeman@townofmanlius.org)

# TOWN OF MANLIUS
# ZONE CHANGE APPLICATION

1. Name of Person applying for Zone Change A&E & SNY Center

   Address of person applying Suite 38, 5781 Bridge Street, East Syracuse, NY 13057

   Cell Number _____ Phone Number _____

2. Name: (owner of record) of land where Zone Change would occur Walnut Grove, LLC

   Address (owner of record) 7101 82nd Street, Lincoln, NE 68516

   Cell Number (owner of record) _____ Phone Number _____

3. Tax Map Number of property where Zone Change would occur 086.-01-03.9

4. Is this property located in a flood hazard area? No

   If so, what flood area is the property in it in?

   _____

5. Present zoning classification of property Restricted Agricultural - RA

6. Desired zoning classification Neighborhood Shopping - NS

   Reason for Change of Zone (use additional sheets if necessary) The proposed use (medical offices & personal services) is not an allowed use in the RA Zone

7. What is lot size? 4.03 Acres

8. If the Zone Change is granted, will the use of the property conform to the District regulations as stated in Chapter 155 Article III of the Town of Manlius Municipal Code? Yes

9. Is the property within the protectively zoned area of a housing project authorized under the public housing law? No

10. Is the property within five hundred (500) feet of the boundaries of any city, village, town, county, state park or parkway? No

    If yes, please specify _____

11. Is the property within five hundred (500) feet from the boundary of any existing or proposed County or State park or other recreation area, or from the right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway, or from the existing or proposed right-of-way of any stream or drainage channel owned by the county or for which the county has established channel lines, or from the existing or proposed boundary of any county or state owned land on which a public building or institution is situated? Yes

If yes, please specify Right-of-way of Burdick Street, a County Highway

12. List the uses of all abutting property Medical office building, retirement community, single-family residential, vacant land

13. The following must be included with your 12 application packets unless otherwise specified and/or specifically waived by the Town Board:

- An environmental assessment form which can be obtained from the Town Clerk, or an environmental impact statement.
- Copy of a survey of the premises certified by a New York State licensed surveyor.
- Legal description of the premises.
- This application must be signed by both the owner of record of the property and the applicant.

The failure to answer any question on this application, the failure to submit any item as specified or the failure to execute this application will result in a delay in the processing of the application.

Date 2 17 22 Mike Pap

Applicant 1

Date

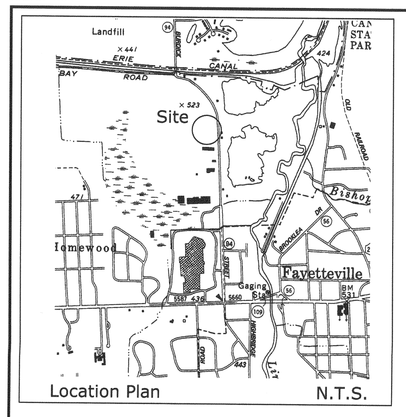
Applicant 2

Date

Applicant

XREFS: NONE

PROJECT NUMBER: 14.4342




## MAP NOTES

1.) NORTH ORIENTATION IS BASED ON FILED MAP 8583.

2.) ELEVATIONS BASED ON NAVD 1988 DATUM.

3.) UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM DATA OBTAINED BY FIELD SURVEY, PREVIOUS MAPS AND RECORDS, (AND PAROLE TESTIMONY). THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO ANY CONSTRUCTION.

4.) FIELD WORK PERFORMED ON JUNE 17-18, 2014. LAST FIELD UPDATE - MAY 2, 2017.

5.) PARCEL IS WITHIN ZONE X (AREA OF OUTSIDE OF 500 YEAR FLOOD) AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE MAP FOR TOWN OF MANLIUS COMMUNITY PANEL #360584-0010D, MAP REVISED DATE OF FEBRUARY 5, 1992.

6.) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY C. T. MALE ASSOCIATES, D.P.C., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, AND TITLE REFERENCE IS MADE TO TITLE COMMITMENT PROVIDED BY CLIENT (FIRM NOT LISTED); TITLE COMMITMENT No. DA-2014, EFFECTIVE DATE OF AUGUST 04, 2015. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OR TRANSACTION REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTINUATION TO THE PRESENT.

7.) SURVEYED PARCEL MAY BE SUBJECT TO THE FOLLOWING EASEMENTS/RIGHT-OF-WAYS:
   1. NEW YORK TELEPHONE COMPANY POLE LINE R.O.W. (WITH RIGHT TO TRIM AT LEAST 4'). BOOK 420/PAGE 535.
   2. N.M.P.C. GAS LINE EASEMENT (NO BUILDINGS WITHIN 5'), BOOK 2446/PAGE 10.

8.) THERE ARE NO STRIPED PARKING SPACES ON THE SUBJECT PARCEL.

9.) SITE HAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS.

10.) NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS NOTED.

11.) NO PROPOSED CHANGES TO STREET RIGHT OF WAY OR RECENT REPAIRS TO STREET WERE FOUND.

12.) NORTH BURDICK STREET IS A PUBLIC HIGHWAY ESTABLISHED BY PRESCRIPTIVE EASEMENT RIGHTS AND FEE APPROPRIATION. ACCESS GRANTED TO MEDICAL CENTER DRIVE AND AVRIEL DRIVE BY D.B. 4216, Pg. 102.

13.) THIS PARCEL IS ZONED FOR RA (RESTRICTED AGRICULTURAL DISTRICT) USE WITHIN THE TOWN OF MANLIUS.

## Notes to Title Commitment No. DA-2014

5. Covenants, conditions, restrictions, easements, agreements of record, etc.:

(i) Reciprocal Easement (and Related Covenants and Restrictions) Agreement recorded in Book 4216 Page 102. (Affects Entire property)

(ii) Water Easement(s) recorded in Book 4154 Page 17 and Book 2512 Page 933. (Plotted - Book 4154, Pg 17 Parcels 4-6 lie off property and do not affect parcel)

(iii) Grant of Easement recorded in Book 4148 Page 315 and Book 4140 Page 35. (Plotted)

(iv) Street Widening by deeds to the County of Onondaga recorded in Book 2538 Page 702 and Book 2538 Page 700. (Plotted)

(v) Street widening recorded in Book 2531 Page 238 and Book 2531 Page 236. (Plotted -refer to same parcels acquired by County of Onondaga in exception Siv above as options)

(vi) Gas Easement recorded in Book 2446 Page 10. (Plotted)

(vii) Notice of Appropriation recorded in Book 5275 Page 634. (Plotted)

(viii) Supplemental Appropriation recorded in Book 5289 Page 111. (Plotted)

## MAP REFERENCES

1.) A MAP ENTITLED, "BOUNDARY SURVEY, DELLAS PROPERTY, PART OF MILITARY LOT 64, TOWN OF MANLIUS, ONONDAGA COUNTY, N.Y." PREPARED BY SEAR-BROWN ASSOCIATES, P.C..

2.) 1974 COUNTY OF ONONDAGA HIGHWAY APPROPRIATION MAPS AS SHOWN.

3.) FINAL PLAN NORTHEAST MEDICAL CENTER SUBDIVISION - FILED MAP No. 8583.

4.) NEW YORK STATE ACQUISITION MAP No. 17 - N. BURDICK ST. C.R. 94

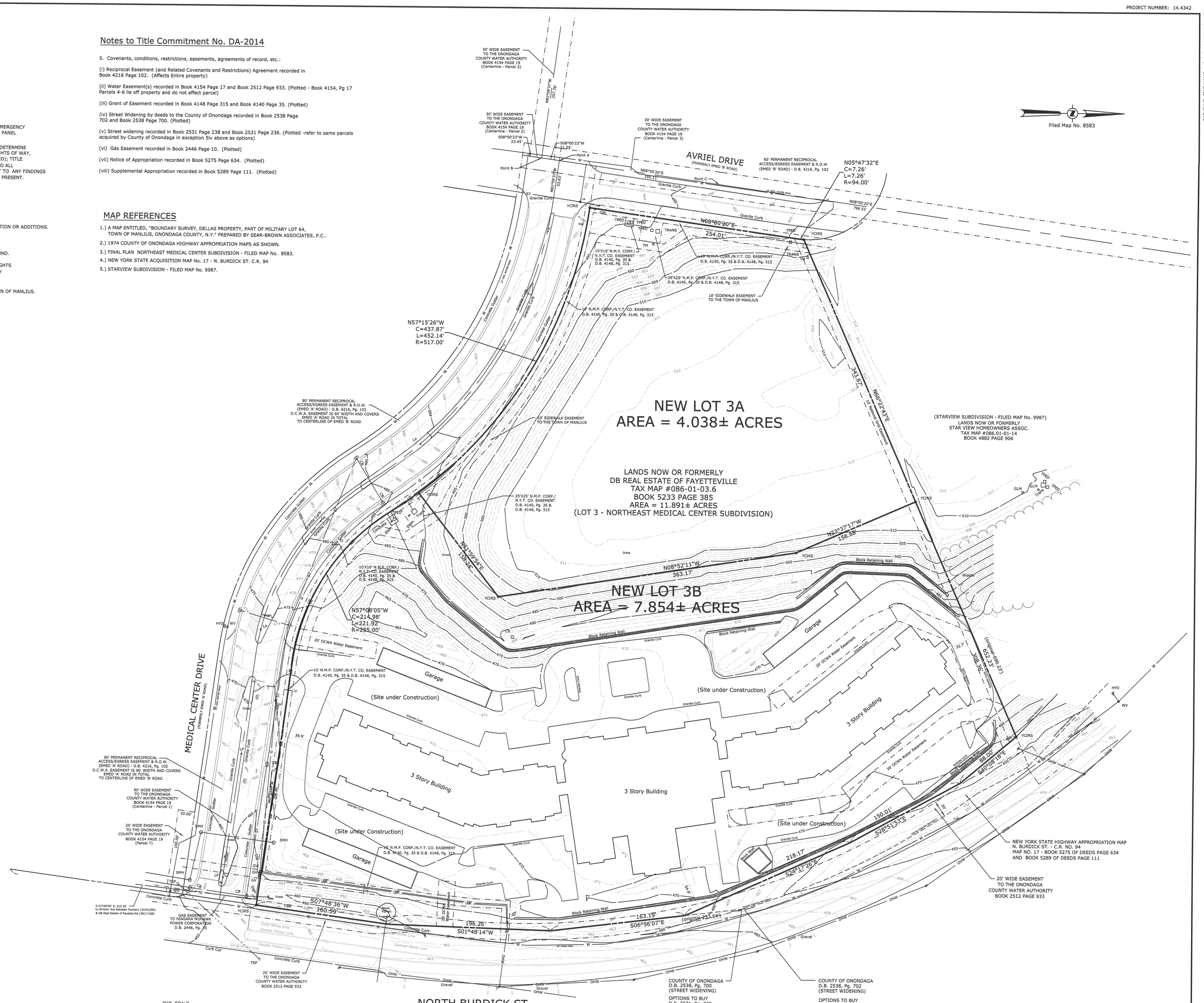
5.) STARVIEW SUBDIVISION - FILED MAP No. 9987.

## Legend of Symbols & Abbreviations

- GUY WIRE
- SIGN
- HYD — HYDRANT
- WV — WATER VALVE
- TPED — TELEPHONE PEDESTAL
- CB — CATCH BASIN
- SMH — SANITARY MANHOLE
- GV — UTILITY POLE
- GV — GAS VALVE
- GLM — GAS LINE MARKER
- LP — LIGHT POLE
- TSP — TRAFFIC SIGNAL POLE
- TSB — TRAFFIC SIGNAL BOX
- W — WATER LINE
- G — GAS LINE
- ST — STORM SEWER LINE
- S — SANITARY SEWER LINE
- OHW — OVERHEAD WIRES
- TC — TOP OF CURB
- BC — BOTTOM OF CURB
- PVC — POLYVINYL CHLORIDE PIPE
- RCP — REINFORCED CONCRETE PIPE
- CPP — CORRUGATED PLASTIC PIPE
- YCIRS — YELLOW CAPPED IRON ROD SET

## Zoning Information

| DISTRICT | RA - RESTRICTED AGRICULTURAL DISTRICT | |
|---|---|---|
| ITEM | REQUIRED | |
| MINIMUM SETBACKS: FRONT | 40 ft. | |
| SIDE | 20 ft. | |
| REAR | 40 ft. | |
| MINIMUM FRONTAGE WITH PUBLIC SEWER / WITHOUT PUBLIC SEWER | 150 ft. / 200 ft. | |
| MINIMUM LOT SIZE WITH PUBLIC SEWER / WITHOUT PUBLIC SEWER | 40,000 sq.ft. / 100,000 sq.ft. | |
| PARKING: | VARIES BY USE (SITE IS VACANT) | |




ALLIED AMERICAN ABSTRACT CORP.
HEREBY CERTIFIES THAT ALL REAL ESTATE TAXES AFFECTING THE PREMISES ON THE WITHIN MAP ARE PAID AS OF THE DATE OF THE FILING OF SAID MAP.
Kellie A. Mentz

APPROVED: TOWN OF MANLIUS PLANNING BOARD

PLANNING BOARD CHAIRMAN — DATE 6-11-18

CITY OF SYRACUSE, NY
DEPARTMENT OF ENGINEERING
3-MILE LIMIT REVIEW
APPROVED 8/20/18
Mary E. Mahlin, P.E.
Office of the City Engineer

ONONDAGA COUNTY DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH
AUG 14 2018
This Plan has been reviewed by the Onondaga County Department of Health. Subdivision Approval by this Department is not required.
Bureau of Public Health Engineering, P.E.

Syracuse Planning Commission
SYRACUSE, NEW YORK
APPROVED Aug 31, 2018
BY

I HEREBY CERTIFY THE DEVELOPER, TOWNE CENTER RETIREMENT COMMUNITY, LLC PROVIDED WRITTEN NOTICE OF INTENT TO SUBDIVIDE TO ALL OWNERS WITHIN A 500 FOOT RADIUS OF EXTERIOR BOUNDARY OF SITE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS PREPARED BY ME AND WAS MADE FROM AN ACTUAL FIELD SURVEY COMPLETED BY US ON JULY 17–18, 2014 AND UPDATED MAY 10, 2017.

April 10, 2018
DAVID M. SLISKI, P.L.S. #50105 — DATE

DAVID M. SLISKI
P.L.S. NO. 50105

STATE OF NEW YORK · DAVID MICHAEL SLISKI · 050105 · LICENSED LAND SURVEYOR

| DATE | REVISIONS RECORD/DESCRIPTION | DRAFTER | CHECK | APPR. |
|---|---|---|---|---|
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
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C.T. MALE ASSOCIATES

APPROVED:
DRAFTED : JAD
CHECKED : DMS
PROJ. NO : 14.4342
SCALE : 1" = 50 FT.
DATE : APRIL 10, 2018

# FINAL SUBDIVISION PLAT

OF

LOT 3 - NORTHEAST MEDICAL CENTER SUBDIVISION
into NEW LOTS 3A & 3B of the NORTHEAST MEDICAL CENTER SUBDIVISION
(No #) NORTH BURDICK STREET
PART OF MILITARY LOT 64 - LOT 3 of the NORTHEAST MEDICAL CENTER SUBDIVISION

TOWN OF MANLIUS — ONONDAGA COUNTY, NEW YORK

**C.T. MALE ASSOCIATES**
Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.
200 GATEWAY PARK DRIVE, BLDG. C, P.O. BOX 3246
SYRACUSE, NY 13220-3246
315.458.6498 * FAX 315.458.4427

SHEET 1 OF 1
DWG. NO: 15-0582

Doc ID: 030539750001 Type: MAP
Recorded: 08/21/2018 at 09:00:49 AM
Fee Amt: $10.00 Page 1 of 1
Onondaga County, NY
Lisa Dell County Clerk
File 12627

CAD DWG. FILE NAME: \\Sy-fp\data\Projects\14.4342\Survey\Subdivision\Subdivision Plat.dwg

# A&E & SNY CENTER

MEDICAL CENTER DRIVE
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK

## TOWN OF MANLIUS ZONE CHANGE APPLICATION

**APPLICANT:**

A&E & SNY CENTER
SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057

**PREPARED BY:**

NAPIERALA CONSULTING
110 FAYETTE STREET
MANLIUS, NY 13104

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING

JANUARY 14, 2022

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING

110 FAYETTE STREET
MANLIUS, NEW YORK 13104

January 14, 2022

Mr. John Deer, Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Re: Zone Change Application
A&E & SNY Center
Medical Center Drive

Dear Supervisor Deer,

On behalf of our client, A&E & SNY Center, we are submitting the enclosed zone change application with exhibits for the Town's consideration. The project is located on the parcel of land on the northerly side of Medical Center Drive adjacent to the Towne Center Retirement Community (tax parcel 086.-01-03.9). The proposed project will construct a two buildings, one a 14,242-square foot building (one-story with a "walk-out" type basement) and the other an 11,332-square foot building. The parcel is currently zone Restricted Agriculture (RA); the proposed use, medical offices with complimentary personal services, is not an allowable use in the RA zone. Therefore, the applicant is seeking a zone change to the Commercial A (CA) zone, which allows medical offices and personal services.

This application submittal includes the required exhibits specified on the permit application as well as additional preliminary information, notably preliminary site plans and a preliminary stormwater pollution prevention. The materials will continue to develop as the project progresses through the permitting processes. The included site plans are at a level of detail to provide the Town Board (and Planning Board) with the scope of the project. The site plans will be advanced towards a formal site plan submission after approval of the zone change. Similarly, the SWPPP and corresponding stormwater system design will be more detailed in future submissions as the project continues to progress towards site plan approval.

Based on our previous experience with the Town, it is our understanding that the project will be placed on the Town Board's agenda for an initial introductory meeting. We appreciate the opportunity to present the project and begin the zone change process.

PH 315-682-5580 • FAX 315-682-5544 • EMAIL:MNAP@NAPCON.COM

We look forward to working with the Town. If you should have any questions or comments, please feel free to contact us.

Respectfully,

NAPIERALA CONSULTING
Professional Engineer, P.C.

Rod Ives, P.E.
Project Manager

Enclosures

cc: Michael Papa, A&E & SNY Center

# TOWN OF MANLIUS
# ZONE CHANGE APPLICATION

1. Name of Person applying for Zone Change A&E & SNY Center

   Address of person applying Suite 38, 5781 Bridge Street, East Syracuse, NY 13057

   Cell Number _____ Phone Number _____

2. Name: (owner of record) of land where Zone Change would occur Walnut Grove, LLC

   Address (owner of record) 7101 82nd Street, Lincoln, NE 68516

   Cell Number (owner of record) _____ Phone Number _____

3. Tax Map Number of property where Zone Change would occur 086.-01-03.9

4. Is this property located in a flood hazard area? No

   If so, what flood area is the property in it in?

   _____

5. Present zoning classification of property Restricted Agricultural - RA

6. Desired zoning classification Commercial A - CA

   Reason for Change of Zone (use additional sheets if necessary) The proposed use (medical offices & personal services) is not an allowed use in the RA Zone

7. What is lot size? 4.03 Acres

8. If the Zone Change is granted, will the use of the property conform to the District regulations as stated in Chapter 155 Article III of the Town of Manlius Municipal Code? Yes

9. Is the property within the protectively zoned area of a housing project authorized under the public housing law? No

10. Is the property within five hundred (500) feet of the boundaries of any city, village, town, county, state park or parkway? No

    If yes, please specify _____

11. Is the property within five hundred (500) feet from the boundary of any existing or proposed County or State park or other recreation area, or from the right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway, or from the existing or proposed right-of-way of any stream or drainage channel owned by the county or for which the county has established channel lines, or from the existing or proposed boundary of any county or state owned land on which a public building or institution is situated? Yes

If yes, please specify Right-of-way of Burdick Street, a County Highway

12. List the uses of all abutting property Medical office building, retirement community, single-family residential, vacant land

13. The following must be included with your 12 application packets unless otherwise specified and/or specifically waived by the Town Board:

- An environmental assessment form which can be obtained from the Town Clerk, or an environmental impact statement.
- Copy of a survey of the premises certified by a New York State licensed surveyor.
- Legal description of the premises.
- This application must be signed by both the owner of record of the property and the applicant.

The failure to answer any question on this application, the failure to submit any item as specified or the failure to execute this application will result in a delay in the processing of the application.

Date 1·18·22 _____ Applicant 1

Date _____ _____ Applicant 2

Date _____ _____ Applicant

Subscribed and Sworn to before me this 18TH day of JAN, 2022

Notary Public

NEDZADA KAPIC
01KA6176345
Notary Public, State of New York
Qualified in Onondaga County County
My commission expires OCTOBER 29th, 2023

If yes, please specify Right-of-way of Burdick Street, a County Highway

12. List the uses of all abutting property Medical office building, retirement community, single-family residential, vacant land

13. The following must be included with your 12 application packets unless otherwise specified and/or specifically waived by the Town Board:

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- Legal description of the premises.
- This application must be signed by both the owner of record of the property and the applicant.

The failure to answer any question on this application, the failure to submit any item as specified or the failure to execute this application will result in a delay in the processing of the application.

Date 01/18/2022 — Bruce C Collingsworth
Applicant 1

Date 01/18/2022 — Mk Papa
Applicant 2

Date _____ — _____
Applicant

# TABLE OF CONTENTS

**EXHIBIT A** ..... **SITE PLANS & ARCHITECTURALS (11”x17”)**

**EXHIBIT B** ..... **SURVEY (11”x17”)**

**EXHIBIT C** ..... **LEGAL DESCRIPTION**

**EXHIBIT D** ..... **PRELIMINARY SWPPP**

**EXHIBIT E** ..... **ENVIRONMENTAL ASSESSMENT FORM**

**EXHIBIT F** ..... **FRESHWATER WETLANDS LETTER**

**EXHIBIT G** ..... **DISCLOSURE AFFIDAVIT**

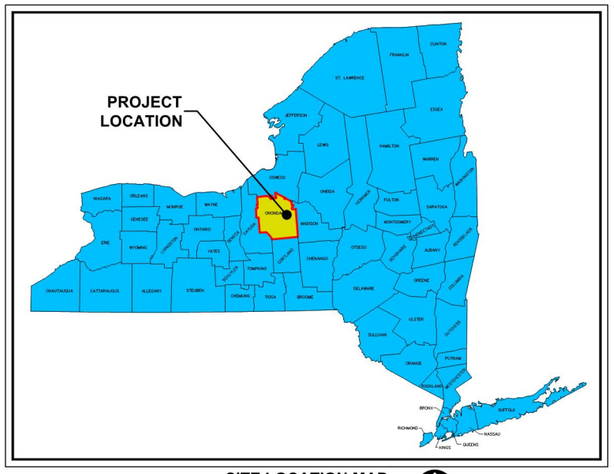
# EXHIBIT A

# SITE PLANS & ARCHITECTURALS (11”x17”)

# A&E & SNY CENTER

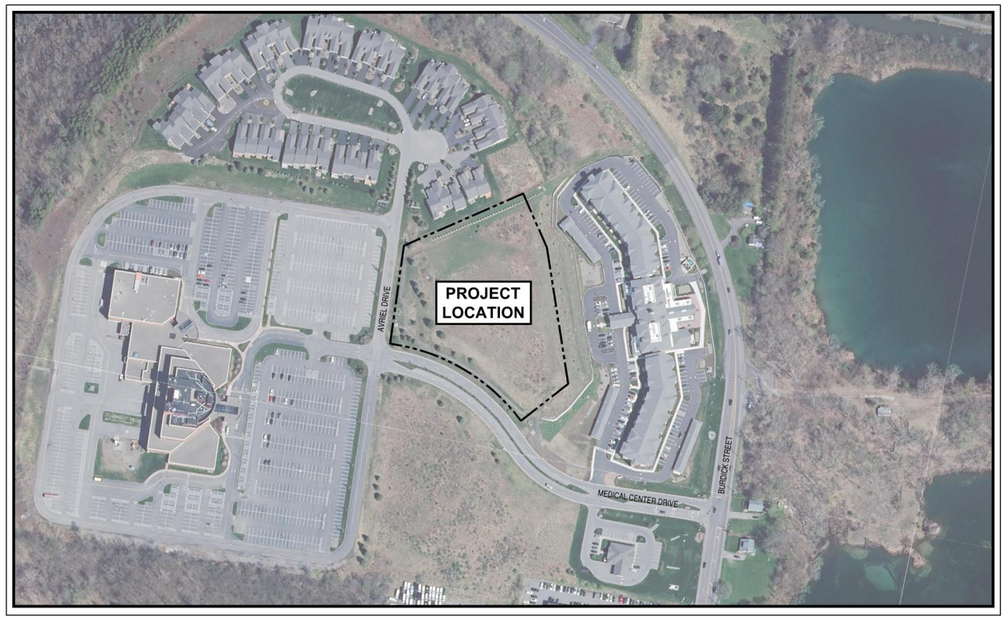
## MEDICAL CENTER DRIVE
## TAX PARCEL No. 086.-01-03.9

## TOWN OF MANLIUS
## ONONDAGA COUNTY
## STATE OF NEW YORK




SITE LOCATION MAP
NOT TO SCALE

PROJECT LOCATION MAP
NOT TO SCALE




AERIAL MAP
1"=200'


PREPARED BY:

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING
110 FAYETTE STREET
MANLIUS, NEW YORK 13104

email: MNAP@NAPCON.COM
PH: (315) 682-5580 FAX: (315) 682-5544


PREPARED FOR:

A&E & SNY CENTER

SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057

SHEET INDEX:


| | |
|---|---|
| TITLE SHEET | SP-1 |
| NEIGHBORHOOD PLAN | SP-2 |
| PRELIMINARY SITE PLAN | SP-3 |
| PRELIMINARY GRADING PLAN | SP-4 |
| PRELIMINARY UTILITY PLAN | SP-5 |


SHEET
**SP-1**

PROJECT NO.
21-2022

DATE
01/14/2022

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NAPIERALA CONSULTING

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR GEOLOGIST TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY.

ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

PLAN SEAL BY:
RODNEY C. IVES, JR., P.E.
NYS REGISTRATION # 077842

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

SHEET
**SP-2**

PROJECT NO.
21-2022

DATE
01/14/2022

SCALE
1"=100'

PREPARED BY:
NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING
110 FAYETTE STREET
MANLIUS, NEW YORK 13104
email: MNAP@NAPCON.COM
PH: (315) 682-5580 FAX: (315) 682-5544

| NO. | REVISION/ISSUE | DATE |
|---|---|---|

SHEET TITLE:
**NEIGHBORHOOD PLAN**

PROJECT TITLE:
# A&E & SNY CENTER
# MEDICAL CENTER DRIVE
TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK

PREPARED FOR:
A&E & SNY CENTER
SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057

## SITE CRITERIA CHECKLIST

| PROJECT SITE INFORMATION | | |
|---|---|---|
| ADDRESS | MEDICAL CENTER DRIVE | |
| TAX MAP ID NO. | 086.-01-03.9 | |
| BOUNDARY SURVEY | PROPERTY LINE INFORMATION TAKEN FROM SUBDIVISION MAP PREPARED BY CT MALE ASSOCIATES, PC DATED 05/10/2017 | |
| TOTAL SITE AREA | 4.038 ACRES | |
| LAND USE | EXISTING: VACANT<br>PROPOSED: PROFESSIONAL/MEDICAL SERVICES | |
| | REQUIRED | PROVIDED |
| ZONING INFORMATION | | |
| ZONING DISTRICT | CURRENT: RESTRICTED AGRICULTURAL (RA)<br>PROPOSED: COMMERCIAL A (CA) | |
| LOT COVERAGE | 75% | 43% |
| FRONT YARD SETBACK | 30 FT | 40.4 FT |
| REAR YARD SETBACK | 25 FT | 25.4 FT |
| SIDE YARD SETBACK | 15 FT | CORNER LOT; NON-FRONT YARDS CONSIDERED REAR YARDS |
| PARKING DIMENSIONS | 10'x20' | 10'x20' |
| PARKING AISLE WIDTH | 24 FT | 24 FT |
| PARKING SPACES | | |
| PHASE 1: | | |
| MEDICAL OFFICE SPACE (1 SPACE/300 SF) | 11,000 SF<br>37 SPACES | |
| PERSONAL SERVICES SPACE (1 SPACE/200 SF) | 17,484 SF<br>88 SPACES | |
| PHASE 2: | | |
| MEDICAL OFFICE SPACE (1 SPACE/300 SF) | 11,332 SF<br>38 SPACES | |
| TOTAL | 163 SPACES | 108 SPACES ONSITE<br>92 OFFSITE - LEASED<br>200 TOTAL SPACES PROVIDED |

GRAPHIC SCALE
0 40' 80'
(IN FEET)
1 inch = 40 ft

PROJECT TITLE:
**A&E & SNY CENTER**
**MEDICAL CENTER DRIVE**
TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK

PREPARED FOR:
A&E & SNY CENTER
SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057

SHEET TITLE:
**PRLIMINARY SITE PLAN**

| NO. | REVISION/ISSUE | DATE |
|---|---|---|
| | | |

PREPARED BY:
NAPIERALA CONSULTING
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MANLIUS, NEW YORK 13104
email: MNAP@NAPCON.COM
PH: (315) 682-5580 FAX: (315) 682-5544

PROJECT NO. 21-2022
DATE 01/14/2022
SCALE 1"=40'

PLAN SEAL BY:
RODNEY C. IVES, JR., P.E.
NYS REGISTRATION # 077842

SHEET
**SP-3**

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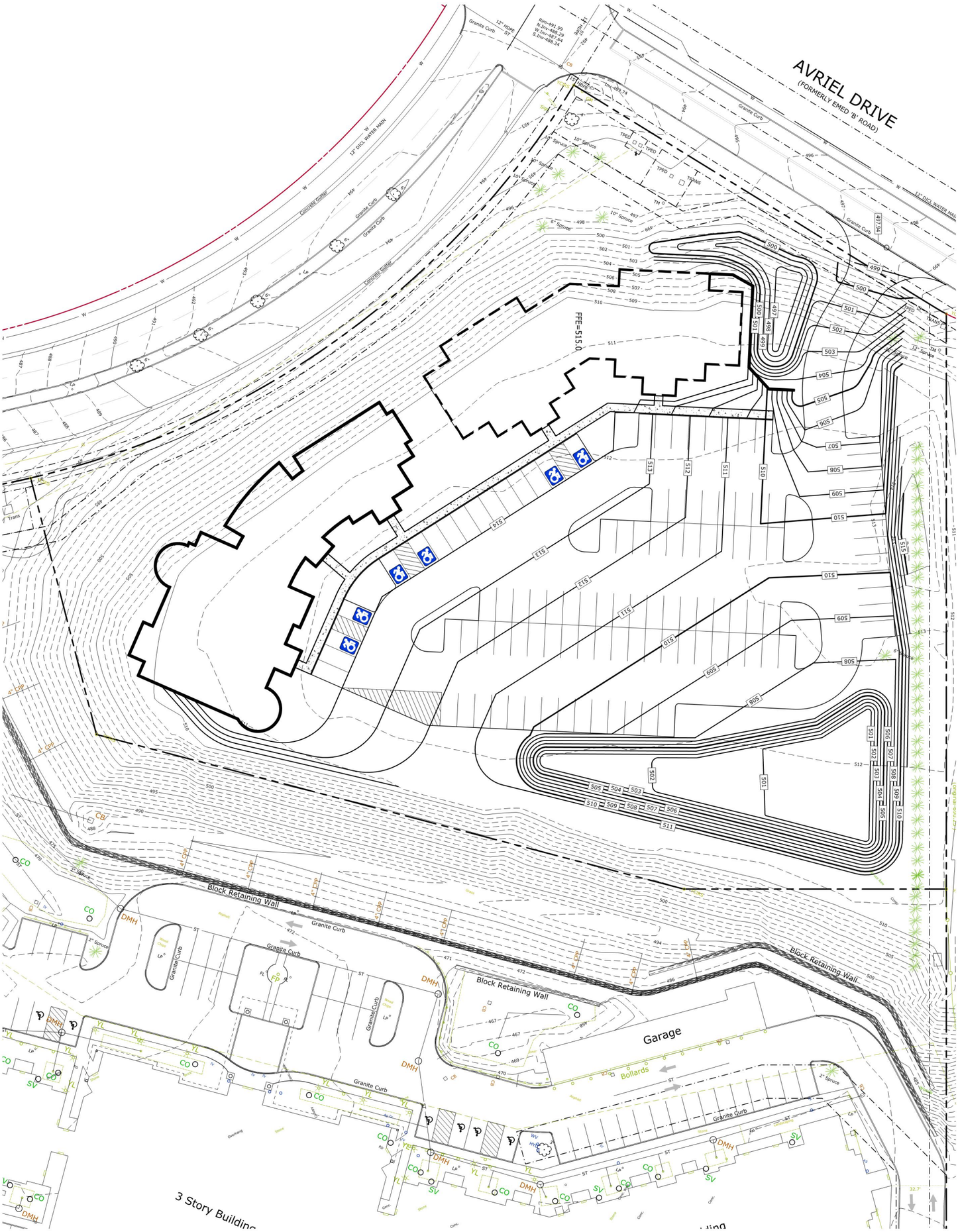


## GRADING PLAN LEGEND

- EXISTING CONTOUR GRADES — 458
- PROPOSED CONTOUR GRADES — 459
- PROPOSED FINISHED SPOT ELEVATION — 499.5
- PROPOSED TOP OF CURB AND BOTTOM OF CURB ELEVATIONS — TC= XXX.XX / BC= XXX.XX
- MATCH/MEET EXISTING ELEVATION — MEE

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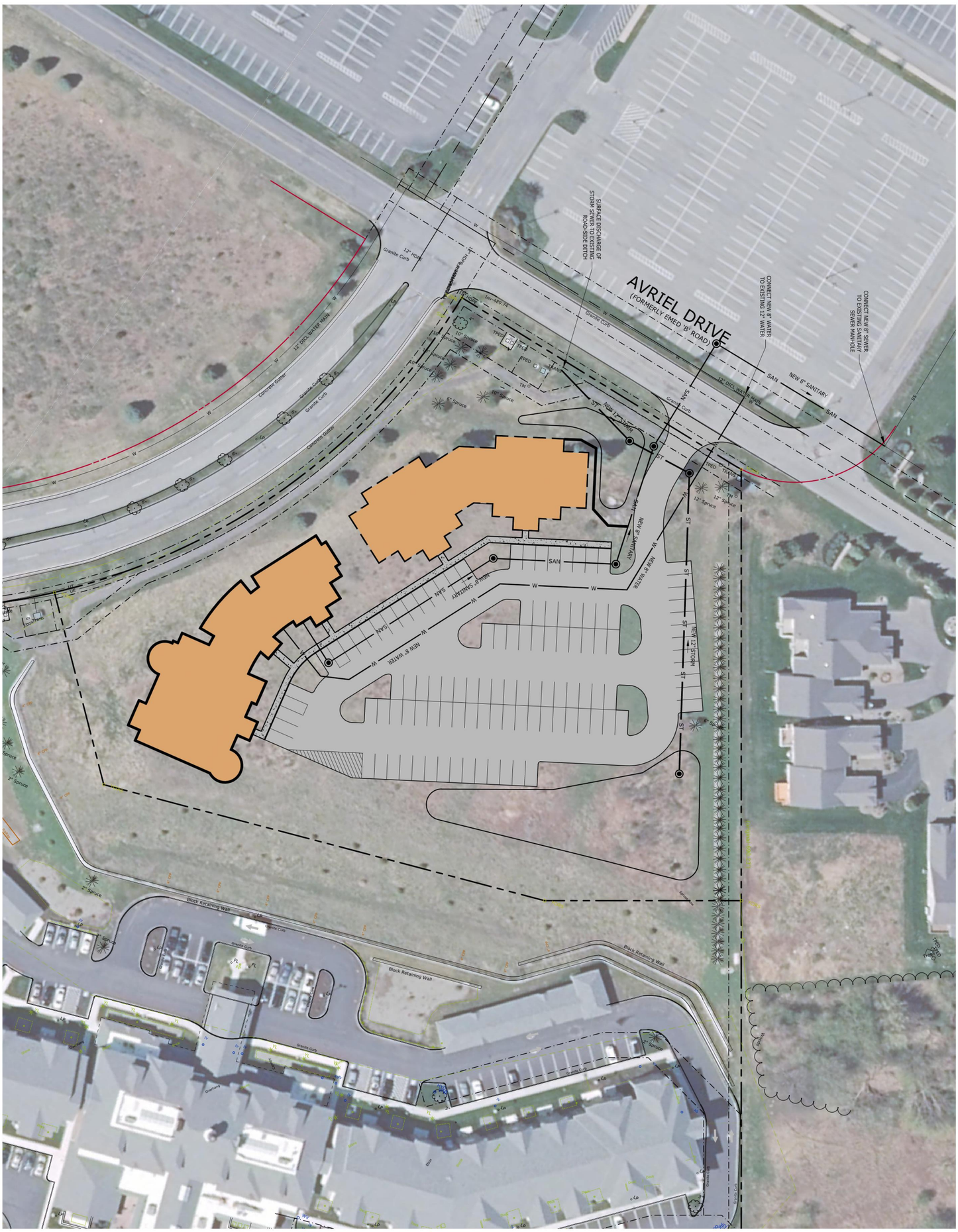
PLAN SEAL BY:
RODNEY C. IVES, JR., P.E.
NYS REGISTRATION # 077842

GRAPHIC SCALE
0 30' 60'
(IN FEET)
1 inch = 30 ft.

| SHEET | PROJECT NO. | PREPARED BY: | SHEET TITLE: | PROJECT TITLE: |
|---|---|---|---|---|
| SP-4 | 21-2022 | NAPIERALA CONSULTING PROFESSIONAL ENGINEER, P.C. SITE • DESIGN • ENGINEERING 110 Fayette Street Manlius, New York 13104 email: MNAP@NAPCON.COM PH: (315) 682-5580 FAX: (315) 682-5544 | PRLIMINARY GRADING PLAN | A&E & SNY CENTER MEDICAL CENTER DRIVE TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK |
| | DATE 01/14/2022 | | | PREPARED FOR: A&E & SNY CENTER SUITE 38 5781 BRIDGE STREET EAST SYRACUSE, NY 13057 |
| | SCALE 1"=30' | | | |

| NO. | REVISION/ISSUE | DATE |
|---|---|---|

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PLAN SEAL BY:
RODNEY C. IVES, JR., P.E.
NYS REGISTRATION # 077842

GRAPHIC SCALE
0 40' 80'
(IN FEET)
1 inch = 40 ft.

SHEET
**SP-5**

PROJECT NO. 21-2022

DATE 01/14/2022

SCALE 1"=40'

PREPARED BY:
NAPIERALA CONSULTING
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| NO. | REVISION/ISSUE | DATE |
|---|---|---|

SHEET TITLE:
**PRLIMINARY UTILITY PLAN**

PROJECT TITLE:
**A&E & SNY CENTER MEDICAL CENTER DRIVE**
TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK

PREPARED FOR:
A&E & SNY CENTER
SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057

# EXHIBIT B

# SURVEY (11”x17”)

XREFS: NONE

PROJECT NUMBER: 14.4342

## MAP NOTES

1.) NORTH ORIENTATION IS BASED ON FILED MAP 8583.

2.) ELEVATIONS BASED ON NAVD 1988 DATUM.

3.) UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM DATA OBTAINED BY FIELD SURVEY, PREVIOUS MAPS AND RECORDS, (AND PAROLE TESTIMONY). THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO ANY CONSTRUCTION.

4.) FIELD WORK PERFORMED ON JUNE 17-18, 2014. LAST FIELD UPDATE - MAY 2, 2017.

5.) PARCEL IS WITHIN ZONE X (AREA OF OUTSIDE OF 500 YEAR FLOOD) AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE MAP FOR TOWN OF MANLIUS COMMUNITY PANEL #360584-00100, MAP REVISED DATE OF FEBRUARY 5, 1992.

6.) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY C. T. MALE ASSOCIATES, D.P.C., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, AND TITLE REFERENCE IS MADE TO TITLE COMMITMENT PROVIDED BY CLIENT (FIRM NOT LISTED): TITLE COMMITMENT No. DA-2014, EFFECTIVE DATE OF AUGUST 04, 2015. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OR TRANSACTION REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTINUATION TO THE PRESENT.

7.) SURVEYED PARCEL MAY BE SUBJECT TO THE FOLLOWING EASEMENTS/RIGHT-OF-WAYS:
   1. NEW YORK TELEPHONE COMPANY POLE LINE B.O.W. (WITH RIGHT TO TRIM AT LEAST 4'), BOOK 420/PAGE 535.
   2. N.M.P.C. GAS LINE EASEMENT (NO BUILDINGS WITHIN 5'), BOOK 2446/PAGE 10.

8.) THERE ARE NO STRIPED PARKING SPACES ON THE SUBJECT PARCEL.

9.) SITE HAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS.

10.) NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS NOTED.

11.) NO PROPOSED CHANGES TO STREET RIGHT OF WAY OR RECENT REPAIRS TO STREET WERE FOUND.

12.) NORTH BURDICK STREET IS A PUBLIC HIGHWAY ESTABLISHED BY PRESCRIPTIVE EASEMENT RIGHTS AND FEE APPROPRIATION. ACCESS GRANTED TO MEDICAL CENTER DRIVE AND AVRIEL DRIVE BY D.B. 4216, Pg. 102.

13.) THIS PARCEL IS ZONED FOR RA (RESTRICTED AGRICULTURAL DISTRICT) USE WITHIN THE TOWN OF MANLIUS.

## Legend of Symbols & Abbreviations

- GUY WIRE
- SIGN
- HYDRANT
- WATER VALVE
- TELEPHONE PEDESTAL
- CATCH BASIN
- SANITARY MANHOLE
- UTILITY POLE
- GAS VALVE
- GAS LINE MARKER
- LIGHT POLE
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL BOX
- WATER LINE
- GAS LINE
- STORM SEWER LINE
- SANITARY SEWER LINE
- OVERHEAD WIRES
- TC — TOP OF CURB
- BC — BOTTOM OF CURB
- PVC — POLYVINYL CHLORIDE PIPE
- RCP — REINFORCED CONCRETE PIPE
- CPP — CORRUGATED PLASTIC PIPE
- YCIRS — YELLOW CAPPED IRON ROD SET

## Zoning Information

| DISTRICT | RA - RESTRICTED AGRICULTURAL DISTRICT |
|---|---|
| ITEM | REQUIRED |
| MINIMUM SETBACKS: FRONT | 40 ft. |
| SIDE | 20 ft. |
| REAR | 40 ft. |
| MINIMUM FRONTAGE WITH PUBLIC SEWER / WITHOUT PUBLIC SEWER | 150 ft. / 200 ft. |
| MINIMUM LOT SIZE WITH PUBLIC SEWER / WITHOUT PUBLIC SEWER | 40,000 sq.ft. / 100,000 sq.ft. |
| PARKING: | VARIES BY USE (SITE IS VACANT) |

## Notes to Title Commitment No. DA-2014

5. Covenants, conditions, restrictions, easements, agreements of record, etc.:

(I) Reciprocal Easement (and Related Covenants and Restrictions) Agreement recorded in Book 4216 Page 102. (Affects Entire property)

(II) Water Easement(s) recorded in Book 4154 Page 17 and Book 2512 Page 933. (Plotted - Book 4154, Pg 17 Parcels 4-6 lie off property and do not affect parcel)

(III) Grant of Easement recorded in Book 4148 Page 315 and Book 4140 Page 35. (Plotted)

(IV) Street Widening by deeds to the County of Onondaga recorded in Book 2538 Page 702 and Book 2538 Page 700. (Plotted)

(v) Street widening recorded in Book 2531 Page 238 and Book 2531 Page 236. (Plotted -refer to same parcels acquired by County of Onondaga in exception 5iv above as options)

(vi) Gas Easement recorded in Book 2446 Page 10. (Plotted)

(vii) Notice of Appropriation recorded in Book 5275 Page 634. (Plotted)

(viii) Supplemental Appropriation recorded in Book 5289 Page 111. (Plotted)

## MAP REFERENCES

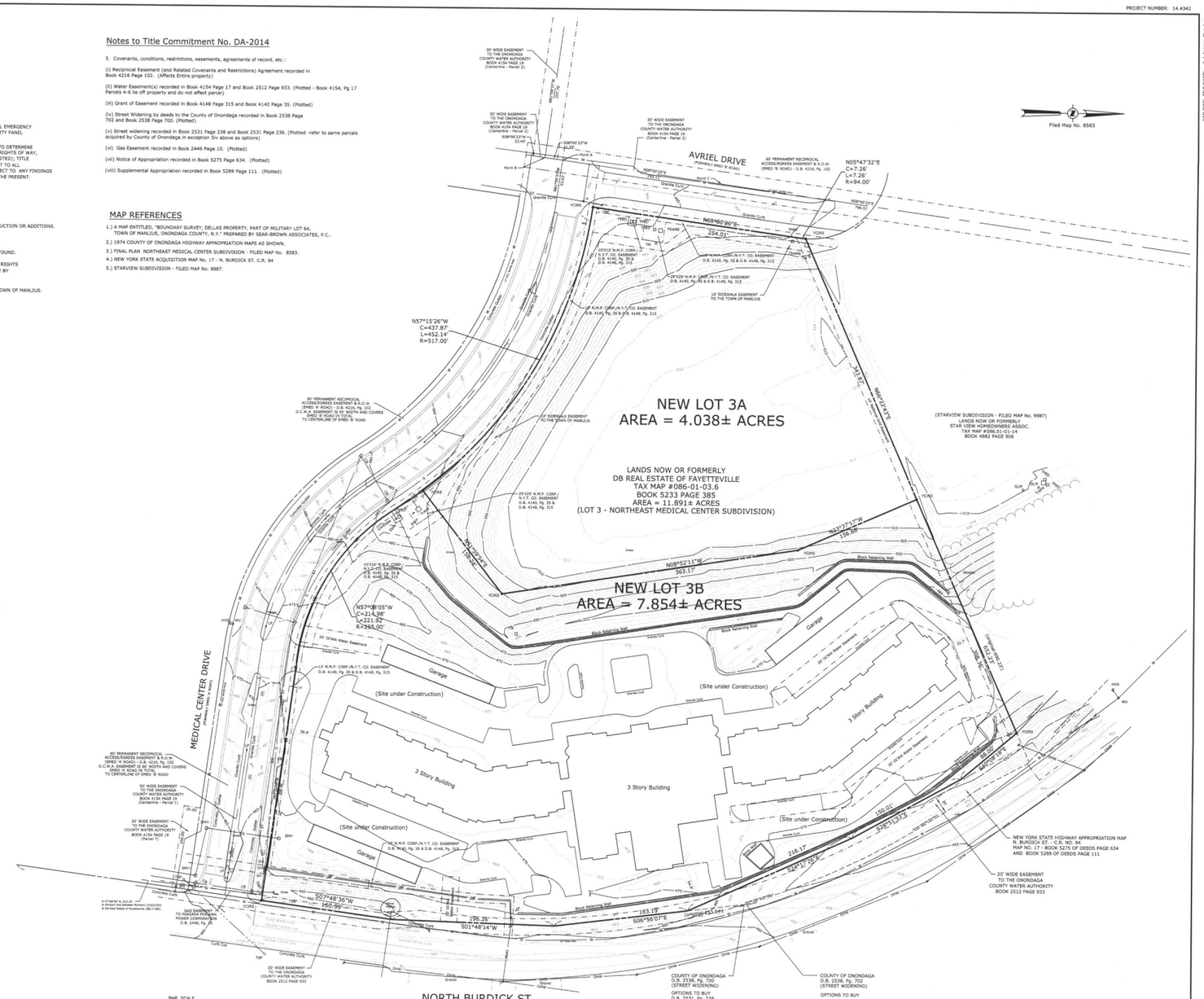
1.) A MAP ENTITLED, "BOUNDARY SURVEY, DELLAS PROPERTY, PART OF MILITARY LOT 64, TOWN OF MANLIUS, ONONDAGA COUNTY, N.Y." PREPARED BY SEAR-BROWN ASSOCIATES, P.C..

2.) 1974 COUNTY OF ONONDAGA HIGHWAY APPROPRIATION MAPS AS SHOWN.

3.) FINAL PLAN NORTHEAST MEDICAL CENTER SUBDIVISION - FILED MAP No. 8583.

4.) NEW YORK STATE ACQUISITION MAP No. 17 - N. BURDICK ST. C.R. 94

5.) STARVIEW SUBDIVISION - FILED MAP No. 9987.




ONONDAGA COUNTY HIGHWAY APPROPRIATION MAPS
N. BURDICK ST.
C.R. NO. 94
MAP NO. 2 - BOOK 2538 OF DEEDS PAGE 700
MAP NO. 3 - BOOK 2538 OF DEEDS PAGE 702

COUNTY OF ONONDAGA
D.B. 2538, Pg. 700
(STREET WIDENING)
OPTIONS TO BUY
D.B. 2531, Pg. 238

COUNTY OF ONONDAGA
D.B. 2538, Pg. 702
(STREET WIDENING)
OPTIONS TO BUY
D.B. 2531, Pg. 236

NEW YORK STATE HIGHWAY APPROPRIATION MAP
N. BURDICK ST - C.R. NO. 94
MAP NO. 17 - BOOK 5275 OF DEEDS PAGE 634
AND BOOK 5289 OF DEEDS PAGE 111

ALLIED AMERICAN ABSTRACT CORP. HEREBY CERTIFIES THAT ALL REAL ESTATE TAXES AFFECTING THE PREMISES ON THE WITHIN MAP ARE PAID AS OF THE DATE OF THE FILING OF SAID MAP.

APPROVED: TOWN OF MANLIUS PLANNING BOARD

PLANNING BOARD CHAIRMAN — DATE 6-11-18

CITY OF SYRACUSE, NY
DEPARTMENT OF ENGINEERING
3-MILE LIMIT REVIEW
APPROVED 8/30/18
Office of the City Engineer

ONONDAGA COUNTY DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH
AUG 14 2018
This Plan has been reviewed by the Onondaga County Department of Health. Subdivision approval by this Department is not required.
Bureau of Public Health Engineering — P.E.

Syracuse Planning Commission
SYRACUSE, NEW YORK
APPROVED 8/29/2018
BY

I HEREBY CERTIFY THE DEVELOPER, TOWNE CENTER RETIREMENT COMMUNITY, LLC PROVIDED WRITTEN NOTICE OF INTENT TO SUBDIVIDE TO ALL OWNERS WITHIN A 500 FOOT RADIUS OF EXTERIOR BOUNDARY OF SITE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS PREPARED BY ME AND WAS MADE FROM AN ACTUAL FIELD SURVEY COMPLETED BY US ON JULY 17-18, 2014 AND UPDATED MAY 10, 2017.

April 10, 2018
DAVID M. SLISKI, P.L.S. #50105 — DATE

DAVID M. SLISKI
P.L.S. NO. 50105

| DATE | REVISIONS RECORD/DESCRIPTION | DRAFTER | CHECK | APPR. |
|---|---|---|---|---|
| | | | | |

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© 2017
C.T. MALE ASSOCIATES

APPROVED:
DRAFTED : JAD
CHECKED : DMS
PROJ. NO : 14.4342
SCALE : 1" = 50 FT.
DATE : APRIL 10, 2018

**FINAL SUBDIVISION PLAT**
OF
LOT 3 - NORTHEAST MEDICAL CENTER SUBDIVISION
into NEW LOTS 3A & 3B of the NORTHEAST MEDICAL CENTER SUBDIVISION
(No #) NORTH BURDICK STREET
PART OF MILITARY LOT 64 - LOT 3 of the NORTHEAST MEDICAL CENTER SUBDIVISION
TOWN OF MANLIUS — ONONDAGA COUNTY, NEW YORK

**C.T. MALE ASSOCIATES**
Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.
200 GATEWAY PARK DRIVE, BLDG. C, P.O. BOX 3246
SYRACUSE, NY 13220-3246
315.458.8488 * FAX 315.458.4427

SHEET 1 OF 1
DWG. NO: 15-0582

Doc ID: 006597920011 Type: MAP
Recorded: 08/21/2018 at 08:00:49 AM
Fee Amt: $10.00 Page 1 of 1
Onondaga County, NY
Lisa Ann Dean, County Clerk
File 12627

CAD DWG. FILE NAME: U:\Sv-Sl\data\Projects\14.4342\Survey\Subdivision\Subdivision Plat.dwg

# EXHIBIT C

# LEGAL DESCRIPTION

## Lot 3A

**ALL THAT CERTAIN PIECE OR PARCEL OF LAND** situate in the Town of Manlius, County of Onondaga and State of New York, known and distinguished as part of Military Lot 64, also being part of Lot 3 of the Northeast Medical Center Subdivision recorded in the Onondaga County Clerk's Office as Map Number 8583 and being more particularly bounded and described as follows:

**Beginning** at a point in the easterly line of Avriel Drive at its intersection with the northerly line of Medical Center Drive; thence North 08 deg. 00 min. 20 sec. East along the said easterly line of Avriel Drive, a distance of 254.01 feet to a point on the division line of the lands now or formerly of DB Real Estate of Fayetteville as described in Book 5233 of Deeds at Page 385 on the south and the lands now or formerly of Star View Homeowners Association as described in Book 4882 of Deeds at Page 906 on the north; thence North 66 deg. 22 min. 43 sec. East along said division line, a distance of 343.87 to a point; thence through the said lands of DB Real Estate of Fayetteville, the following three (3) courses and distances: 1.) South 23 deg. 37 min. 17 sec. East a distance of 156.68 feet to a point; thence 2.) South 08 deg. 52 min. 11 sec. East a distance of 363.17 feet to a point; and 3.) South 51 deg. 59 min. 54 sec. West a distance of 158.24 feet to a point on the said northerly line of Medical Center Drive; thence northwesterly along said northerly line of Medical Center Drive, along a curve to the left having a radius of 517.00 feet, length of 411.42 feet and chord of North 59 deg. 30 min. 50 sec. West, 400.65 feet to the point of beginning. Containing 4.038 acres of lands, more or less.

# EXHIBIT D

# PRELIMINARY SWPPP

# A&E & SNY CENTER
## Medical Center Drive
## Town of Manlius, Onondaga County, NY

# PRELIMINARY STORMWATER POLLUTION PREVENTION PLAN

**Prepared for the Town of Manlius Zone Change Application**

**January 14, 20222**

**Prepared By:**

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING
110 FAYETTE STREET
MANLIUS, NEW YORK 13104
Telephone: (315) 682-5580
Fax: (315) 682-5544

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Introduction ..... 1

Background ..... 1

Project Description ..... 2

Project Soils ..... 2

Environmental Resources ..... 2

Hydrology ..... 2

Preliminary Summary of Sizing Criteria ..... 2

- Drainage Area Delineation ..... 2
- Water Quality Treatment ..... 5
- Peak Flow Mitigation ..... 6

Erosion & Sediment Control ..... 7


**Appendices:**


- Appendix A – NRCS Soil Map
- Appendix B – NYSDEC & GIS Environmental Resources Maps
- Appendix C – Drainage Area Maps
- Appendix D – HydroCAD Modelin

## Introduction:

A&E & SNY Center proposes to construct medical office development located at the northeast corner of the intersection of Medical Center Drive and Avriel Drive in the Town of Manlius, New York. The project will develop approximately 2.9 acres of a predominantly brush-weed-grass field; the master plan includes two buildings, one a multi-story building with a footprint of 14,242 square feet and the other, future building having a footprint of 11,332 square feet. A 108-vehicle parking lot will be constructed. As the project will disturb greater than one acre of land, the project will require coverage under the New York State Pollution Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity. To obtain coverage under the General Permit, the project must include post-construction stormwater management practices in order to mitigate the impacts to stormwater runoff quality and quantity that the project will create.

The purpose of this preliminary stormwater pollution prevention plan (SWPPP) is to supplement the zone change application to the Town of Manlius Town Board. It is provided as evidence that the site can properly manage stormwater runoff so as not to impact downstream areas. As the project details will continue develop as the application is reviewed, this preliminary plan will develop into a complete SWPPPP including erosion and sediment control, operation and maintenance requirements, and other elements that the SPDES General Permit requires.

## Background:

**Site Location:**

Tax Parcel 086.-01-03.9
Medical Center Drive
Town of Manlius, Onondaga County, NY

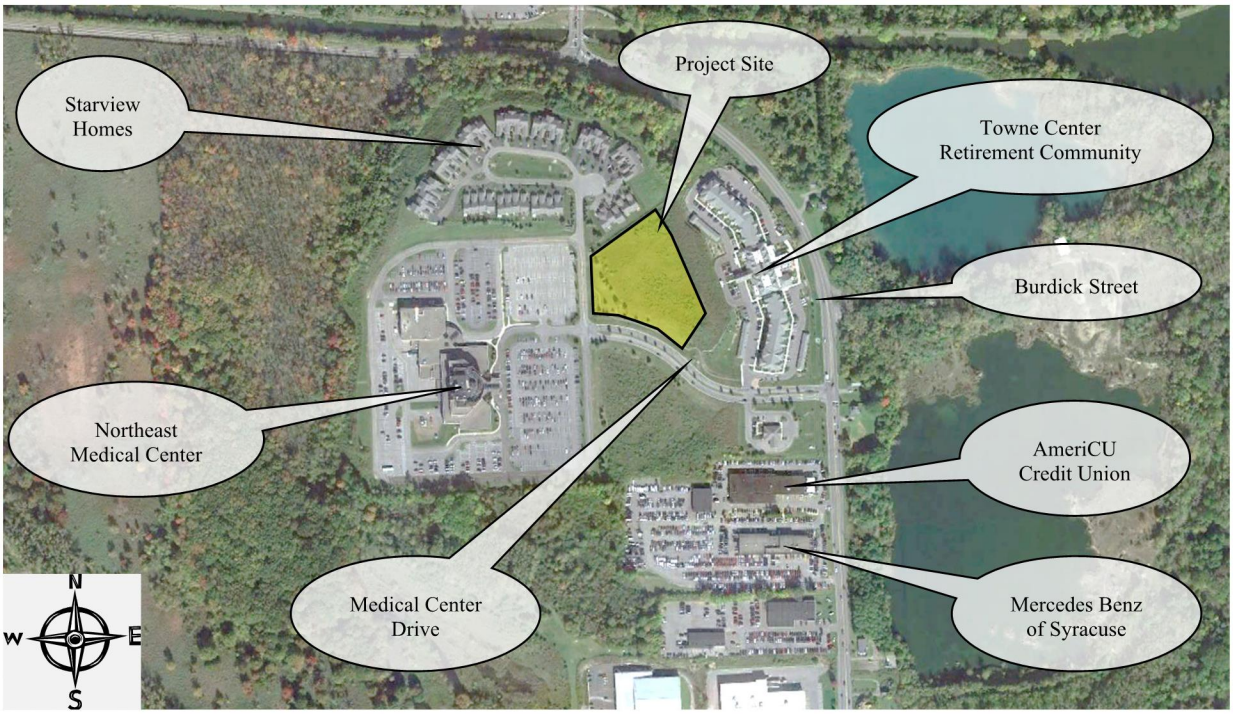



**Figure 1: Site Location (*source: Google Earth*)**

**Project Description:**

The existing parcel of land is approximately 4.038 acres located at the northeast corner of the intersection of Medical Center Drive and Avriel Drive in the Town of Manlius. The site is currently vacant and has a fairly consistent grass/brush cover throughout the lot. The property is the top of the hillside and generally drains in three directions: to the west and Avriel Drive, to the south and Medical Center Drive, and east towards the Towne Center Retirement Community.

The proposed development will occur in two phases. The first phase is the construction of a two-story building with a footprint of 14,242 square feet and the construction of a 108-vehicle parking lot. The second phase is the construction of a one-story, 17,484 square foot building. After completion of Phase 2, the total impervious area of the site will be approximately 1.74 acres.

**Project Soils:**

Soils information for the watershed was collected from the Natural Resource Conservation Service soils mapping database. The watershed consists of one distinct mapping unit, Ontario gravelly loam which belongs to hydrologic soil group B. Group B soils have a moderate infiltration rate and are moderately well-drained. See Appendix A for the NRCS soils map within the project area.

**Environmental Resources:**

The National Wetlands Inventory Mapper and the NYSDEC Environmental Resources Mapper (seen in Appendix B) show that no Federal or DEC regulated wetlands are within the vicinity of this project. Additionally, the project is not located within a floodplain. The NYSDEC Resource Mapper does show that the project is located within a check zone for having the potential to contain rare plants and animals or significant natural communities. The specific species in question on this site is the northern long-eared bat. However, given that flora on this site is predominantly brush without any groupings of trees, the presence of the bat on this site is not likely.

**Hydrology:**

The peak runoff rates for the site were calculated for the existing and proposed hydrologic conditions using HydroCAD software. The HydroCAD program uses the standard SCS TR-55 Curve Number Method for calculation of the time of concentration, composite curve number, and peak runoff rates for the drainage area(s) based on user input. The input data was taken from soil maps, detailed topographic and utility survey information, rainfall distribution maps, and aerial images. Watershed areas were delineated using the contour data obtained from the site survey. The hydrologic conditions are used to assess the impacts to the runoff characteristics and to design appropriate measures to mitigate these impacts.

**Preliminary Summary of Sizing Criteria:**

A preliminary analysis has been performed to determine the potential stormwater mitigation practices to be implemented on-site in order to achieve the required water quality and water quantity standards as set forth in the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). The stormwater runoff from the new impervious surfaces on site will be collected and routed through the mitigation system in order to improve water quality, reduce the volume of stormwater runoff, and reduce the peak runoff flow rate before discharging to an existing drainage channel at the southwest corner of the site.

**Drainage Area Delineation:**

Three drainage systems are located in the vicinity of the project site that can be used to collect stormwater runoff from the proposed project. At the intersection of Medical Center Drive and Avriel Drive, the southwest corner of the project site, is a 15" diameter culvert that collects runoff along the easterly shoulder of Avriel Drive and conveys it to an open ditch to the south along to perimeter roadway around Northeast Medical Center. Within Medical Center Drive, the southeast of the project site, is a storm drain inlet that collects stormwater runoff from the hillside and the inbound travel lane of Medical Center Drive; the inlet is part of a storm drainage system that conveys to Burdick Street. The third drainage system is the stormwater

management system that was constructed as part of the Towne Center Retirement Community project; Towne Center sits at the base of the hill and runoff from a portion of the proposed project site flows into the system.

In order to eliminate any impacts to the Medical Center Drive or Towne Center Retirement Community drainage systems, the stormwater management system for the proposed project will discharge to the 15" culvert at the intersection of Medical Center Drive and Avriel Drive. In order to properly design and manage the runoff, the existing drainage area tributary to the 15" culvert is mapped and compared to the proposed condition drainage area, which includes stormwater management practices that will attenuate the runoff. The following table summarizes the hydrologic characteristics of the existing condition drainage area tributary to the culvert.

**Table 1: Existing Condition Drainage to the 15" Culvert**

| Area (ac) | CN | Description |
|---|---|---|
| 0.451 | 65 | Brush, Good, HSG C |
| 0.107 | 61 | >75% Grass cover, Good, HSG B |
| 0.558 | 64 | Weighted Average |
| 0.558 | | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 15.0 | 100 | 0.0100 | 0.11 | | **Sheet Flow,** Grass: Short n= 0.150 P2= 2.38" |
| 0.4 | 69 | 0.0277 | 2.68 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 0.2 | 70 | 0.2000 | 7.20 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 15.6 | 239 | Total | | | |

The post-construction drainage area mapping is based on preliminary grading of the site, the location of the stormwater management practices, and the preliminary stormwater conveyance system. The proposed condition drainage area to the 15" culvert is split between two sub-drainage areas, each tributary to separate stormwater management practices. As the soils are classified as HSG B soils and are a gravelly loam, each practice will be designed as an infiltration basin to allow a portion of the stormwater runoff to recharge the groundwater, reduce the volume of stormwater runoff that discharges to the surface, and attenuate the peak rates of runoff so as not to impact downstream areas. The following tables summarize the hydrologic characteristics of the proposed condition drainage areas as well as the preliminary hydraulics (stage-storage-discharge characteristics) of the stormwater management practices.

**Table 2: Proposed Condition, East Drainage Area**

| Area (ac) | CN | Description |
|---|---|---|
| 1.460 | 98 | Unconnected roofs, HSG B |
| 0.720 | 61 | >75% Grass cover, Good, HSG B |
| 2.180 | 86 | Weighted Average |
| 0.720 | | 33.03% Pervious Area |
| 1.460 | | 66.97% Impervious Area |
| 1.460 | | 100.00% Unconnected |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 6.0 | | | | | **Direct Entry,** |

**Table 3: East Infiltration Basin**

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 500.00 | 0 | 0 | 0 |
| 501.00 | 3,605 | 1,803 | 1,803 |
| 502.00 | 6,059 | 4,832 | 6,635 |
| 503.00 | 7,835 | 6,947 | 13,582 |
| 504.00 | 8,851 | 8,343 | 21,925 |
| 505.00 | 9,892 | 9,372 | 31,296 |
| 506.00 | 10,958 | 10,425 | 41,721 |
| 507.00 | 12,050 | 11,504 | 53,225 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 501.80' | **12.0" Round Culvert** L= 365.0' Ke= 0.500 |
| | | | Inlet / Outlet Invert= 501.80' / 495.00' S= 0.0186 '/' Cc= 0.900 n= 0.012, |
| #2 | Device 1 | 501.80' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Table 4: Proposed Condition, West Drainage Area**

| Area (ac) | CN | Description |
|---|---|---|
| 0.274 | 98 | Paved parking, HSG B |
| 0.522 | 61 | >75% Grass cover, Good, HSG B |
| 0.796 | 74 | Weighted Average |
| 0.522 | | 65.58% Pervious Area |
| 0.274 | | 34.42% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 3.0 | 26 | 0.1000 | 0.15 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 3.8 | 28 | 0.0607 | 0.12 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 0.1 | 38 | 0.2488 | 8.03 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 1.3 | 240 | | 3.00 | | **Direct Entry,** |
| 8.2 | 332 | Total | | | |

**Table 5: West Infiltration Basin**

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 496.00 | 0 | 0 | 0 |
| 497.00 | 490 | 245 | 245 |
| 498.00 | 1,097 | 794 | 1,039 |
| 499.00 | 1,848 | 1,473 | 2,511 |
| 500.00 | 2,759 | 2,304 | 4,815 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 498.20' | **12.0" Round Culvert** L= 100.0' Ke= 0.500 |
| | | | Inlet / Outlet Invert= 498.20' / 495.00' S= 0.0320 '/' Cc= 0.900 n= 0.012, |
| #2 | Device 1 | 498.20' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Water Quality Treatment:**

The infiltration basins will be designed in accordance with the NYS Stormwater Design Manual. The Design Manual specifies the volumes necessary to provide water quality treatment and runoff reduction. These calculations are provided below:

<u>East Drainage Area/Infiltration Basin</u>

$$WQ_v = \frac{P \cdot R_V \cdot A}{12}$$

Drainage Area Tributary to Practice (A) = 2.180 acres

Impervious Areas ($A_I$) = 1.460 acre

$$R_v = 0.05 + 0.9\left(\frac{1.460\text{ ac}}{2.180\text{ ac}}\right)$$

$R_v = 0.65$

90th Percentile Rainstorm (P) = 1.0 inch

$$WQ_v = \frac{1.00 \cdot 0.65 \cdot 2.180\text{ ac}}{12}$$

$$\mathbf{WQ_v = 0.119\ ac \cdot ft}$$

$$RR_v = \frac{0.95 \cdot P \cdot S \cdot A_I}{12}$$

$A_I$ = total impervious area

S = 0.55 (A Soils), 0.40 (B Soils), 0.30 (C Soils), 0.20 (D Soils), or weighted HSG average in drainage area

B Soils = 100% of area

$$RR_v = \frac{0.95 \cdot 1.00 \cdot 0.40 \cdot 1.460\text{ ac}}{12}$$

$$\mathbf{RR_v = 0.046\ ac \cdot ft}$$

The preliminary design for the infiltration basin sets the overflow outlet 1.8 feet above the bottom of the basin. At this depth, the basin will hold 0.130 ac·ft, allowing it to percolate into the groundwater.

West Drainage Area/Infiltration Basin

Drainage Area Tributary to Practice (A) = 0.796 acres

Impervious Areas ($A_I$) = 0.274 acre

$$R_v = 0.05 + 0.9\left(\frac{0.274\ ac}{0.796\ ac}\right)$$

$R_v = 0.36$

$$WQ_v = \frac{1.00\ \cdot\ 0.36\ \cdot 0.796\ ac}{12}$$

$$\mathbf{WQ_v = 0.0.024\ ac \cdot ft}$$

$$RR_v = \frac{0.95\ \cdot\ P\ \cdot\ S\ \cdot A_I}{12}$$

$$RR_v = \frac{0.95\ \cdot 1.00\ \cdot 0.40\ \cdot\ 0.274\ ac}{12}$$

$$\mathbf{RR_v = 0.009\ ac \cdot ft}$$

The preliminary design for the infiltration basin sets the overflow outlet 2.2 feet above the bottom of the basin. At this depth, the basin will hold 0.030 ac·ft, allowing it to percolate into the groundwater.

**Peak Flow Mitigation:**

In accordance with the SPDES General Permit, the 1-year, 10-year, and 100-year frequency storms will be analyzed to ensure that post-development conditions will not adversely impact downstream areas.

The project site must provide sufficient storage of the 1-year, 24-hour runoff event such that the volume is released over a 24-hour period. The NYS Stormwater Design Manual methodology for determining the storage volume was used (Appendix B.1) and is discussed below.

Tributary Area = 2.976 acres

CN = 83

$t_c$ = 8.2 mins

$I_a$ = 0.410

P = 2.04"

$$\frac{I_a}{P} = 0.201$$

Using $I_a/P$ and $T_c$, $q_u$ = 900 csm/in (TR-55, Exhibit 4-II)

Using $q_u$ and T = 24 hr, $q_o/q_i$ = .020 (Design Manual, Figure B.1)

Using formula 2.1.16 (Design Manual, Appendix B.1), calculate $V_s/V_r$

$$\frac{V_s}{V_r} = 0.654$$

Using formula 2.1.17 (Design Manual, Appendix B.1), calculate $V_s$

$$V_s = \frac{\left(\frac{V_s}{V_r}\right) Q_d A}{12}$$

HydroCAD provides the volume of runoff ($Q_dA/12$) = 0.162 ac·ft

$$V_s = 0.654 \cdot 0.162 \text{ ac} \cdot \text{ft}$$

$$V_s = 0.106 \text{ ac} \cdot \text{ft}$$ *Required*

The provided $RR_v$ is subtracted from $V_s$ to determine the required $Cp_v$.

$$Cp_v = 0.106 \text{ ac} \cdot \text{ft} - 0.143 \text{ ac} \cdot \text{ft}$$

As $RR_v$ exceeds the storage volume required, the $Cp_v$ requirement is met.

Additionally, the stormwater management system must provide sufficient storage and attenuation such that the peak rate of discharge to the 15" culvert during the 10- and 100-year, 24-hour design storms after construction is less than or equal to the existing condition peak flows. The table below summarizes the hydrologic and hydraulic calculations:

**Table 6. Peak Flow Summary**

| Storm Event | Rainfall | Existing Condition Peak Runoff (cfs) | Post–Construction Peak Runoff (cfs) |
|---|---|---|---|
| 10 year ($Q_p$) | 3.43" | 0.39 | 0.29 |
| 100 year ($Q_f$) | 5.78" | 1.45 | 0.63 |

**Erosion & Sediment Control:**

Erosion and sediment control is any temporary or permanent measure taken to reduce erosion, control siltation and sedimentation, and ensure that sediment-laden water or wind does not leave the site. All applicable standards for reduction of sediment and pollution leaving the construction site will be followed by the on-site contractor. Below is an outline of the temporary and permanent erosion and sediment control practices to be implemented on site.

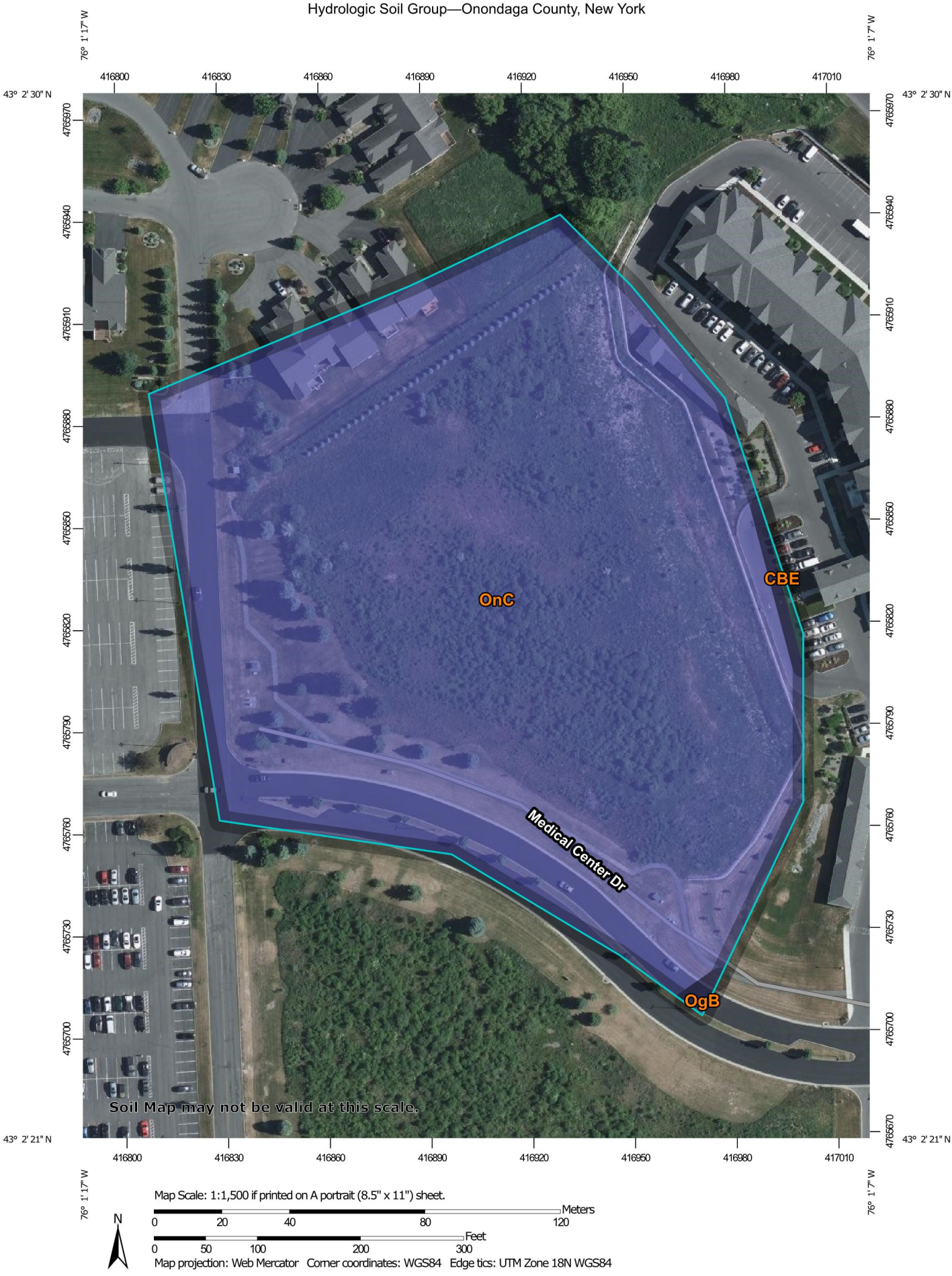
1. Stabilization Practices (Permanent) for this site include:
   a. Land clearing activities shall be done only in areas where earthwork will be performed and shall progress as earthwork is needed.
   b. Permanent seeding and planting of all unpaved areas.
2. Stabilization Practices (Temporary) for this site include:
   a. Temporary seeding and planting of all unpaved areas when construction activity has ceased, or will cease, in an area for 14 days.
   b. Mulching of exposed areas where construction activity has ceased.
   c. Frequent watering to minimize wind erosion during construction.
3. Structural Practices (Permanent) for this site include:
   a. Land grading. Land grading is the reshaping of the existing land surface in accordance with a plan as determined by the engineering survey and layout. The purpose of a land grading specification is to provide erosion control and vegetative establishment on areas where the existing land is to be reshaped according to the plan.

4. Structural Practices (Temporary) for this site include:
   a. Silt fence. Silt fence is a temporary barrier of geotextile fabric installed on the contours across from a slope used to intercept sediment laden runoff from small drainage areas of disturbed soil. The purpose of silt fence is to reduce runoff velocity and effect deposition of transported sediment load.
   b. Stabilized construction entrance/exit. A stabilized construction entrance/exit is a stabilized pad of aggregate underlain with geotextile located at any point where traffic will be entering or leaving a construction site to or from a public right-of-way, street, alley, sidewalk, or parking area. The purpose of the stabilized construction entrance is to reduce or eliminate the tracking of sediment onto public rights-of-way or streets.
   ***c.*** Concrete washout area. A temporary excavated or above ground lined constructed pit where concrete truck mixers and equipment can be washed after their loads have been discharged to prevent highly alkaline runoff from entering storm drainage systems or leaching into the soil.

# APPENDIX A

NRCS SOIL MAP

# Hydrologic Soil Group—Onondaga County, New York



## MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

**Soil Rating Polygons**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Soil Rating Lines**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Soil Rating Points**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Water Features**

Streams and Canals

**Transportation**

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**

Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Onondaga County, New York
Survey Area Data: Version 16, Sep 1, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 21, 2020—Jun 17, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Hydrologic Soil Group

| Map unit symbol | Map unit name | Rating | Acres in AOI | Percent of AOI |
|---|---|---|---|---|
| CBE | Camillus and Lairdsville channery soils, steep | C | 0.0 | 0.2% |
| OgB | Ontario loam, 3 to 8 percent slopes | B | 0.0 | 0.1% |
| OnC | Ontario gravelly loam, 8 to 15 percent slopes | B | 7.4 | 99.7% |
| **Totals for Area of Interest** | | | **7.4** | **100.0%** |

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

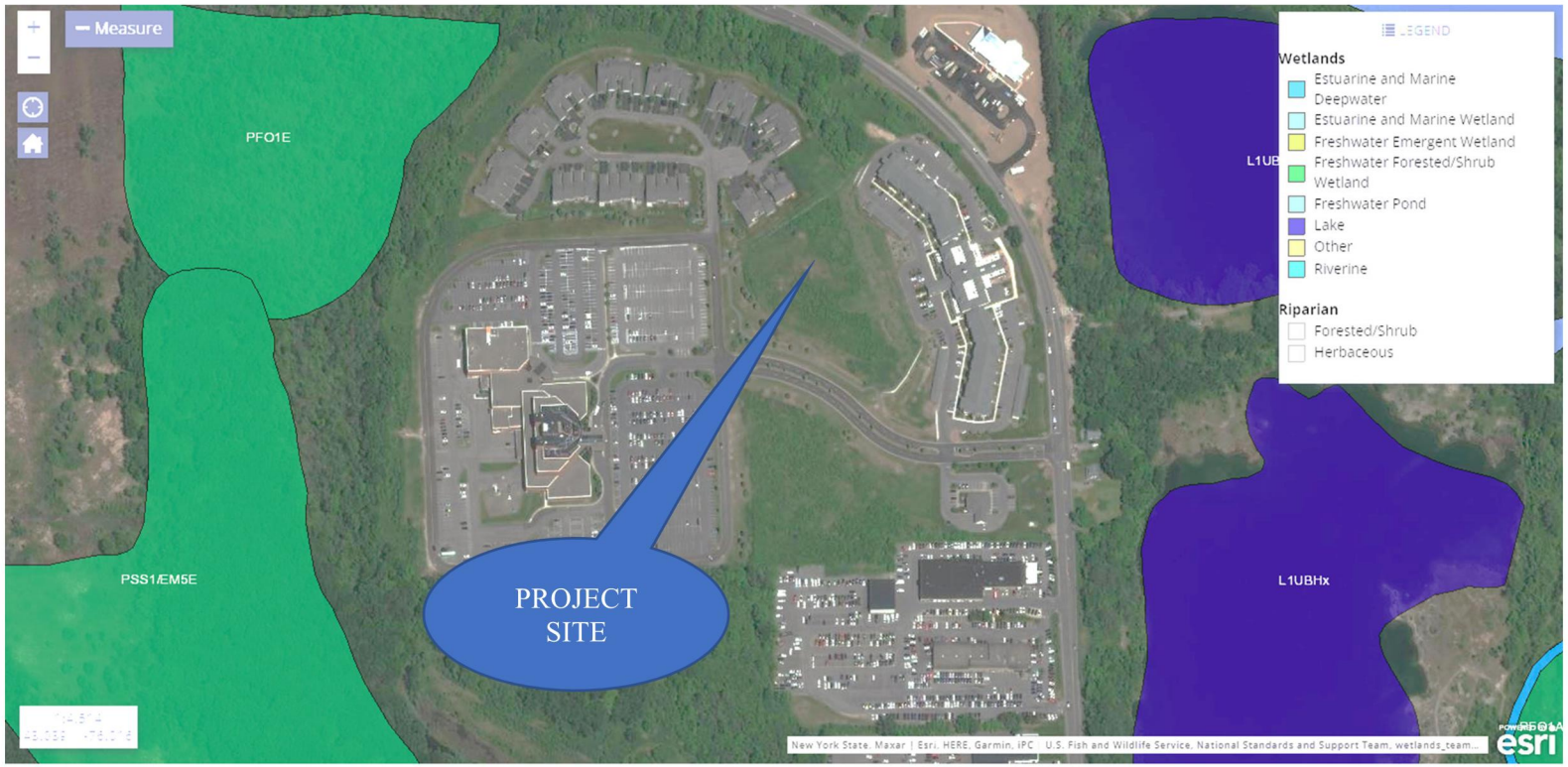
*Aggregation Method:* Dominant Condition

*Component Percent Cutoff: None Specified*

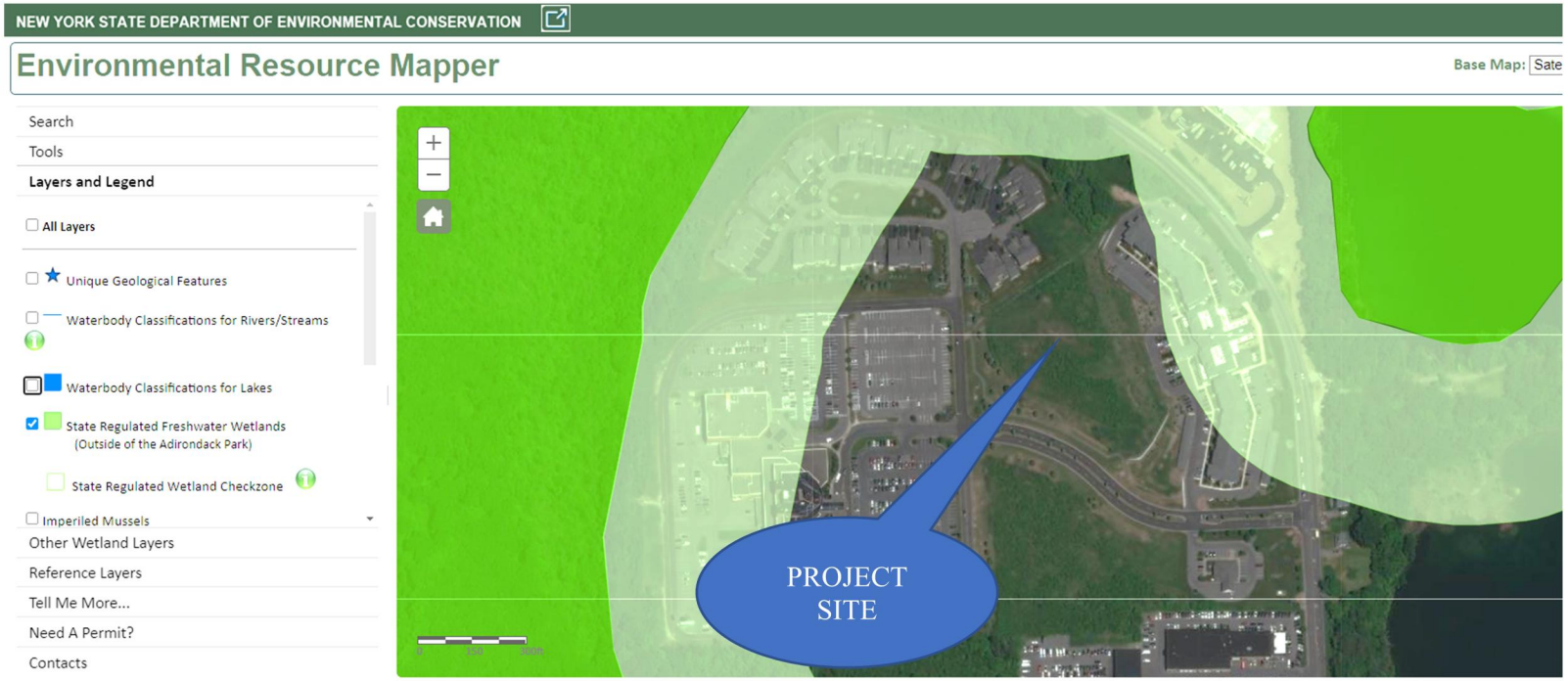
*Tie-break Rule:* Higher

# APPENDIX B

NATIONAL & STATE WETLAND MAPPING



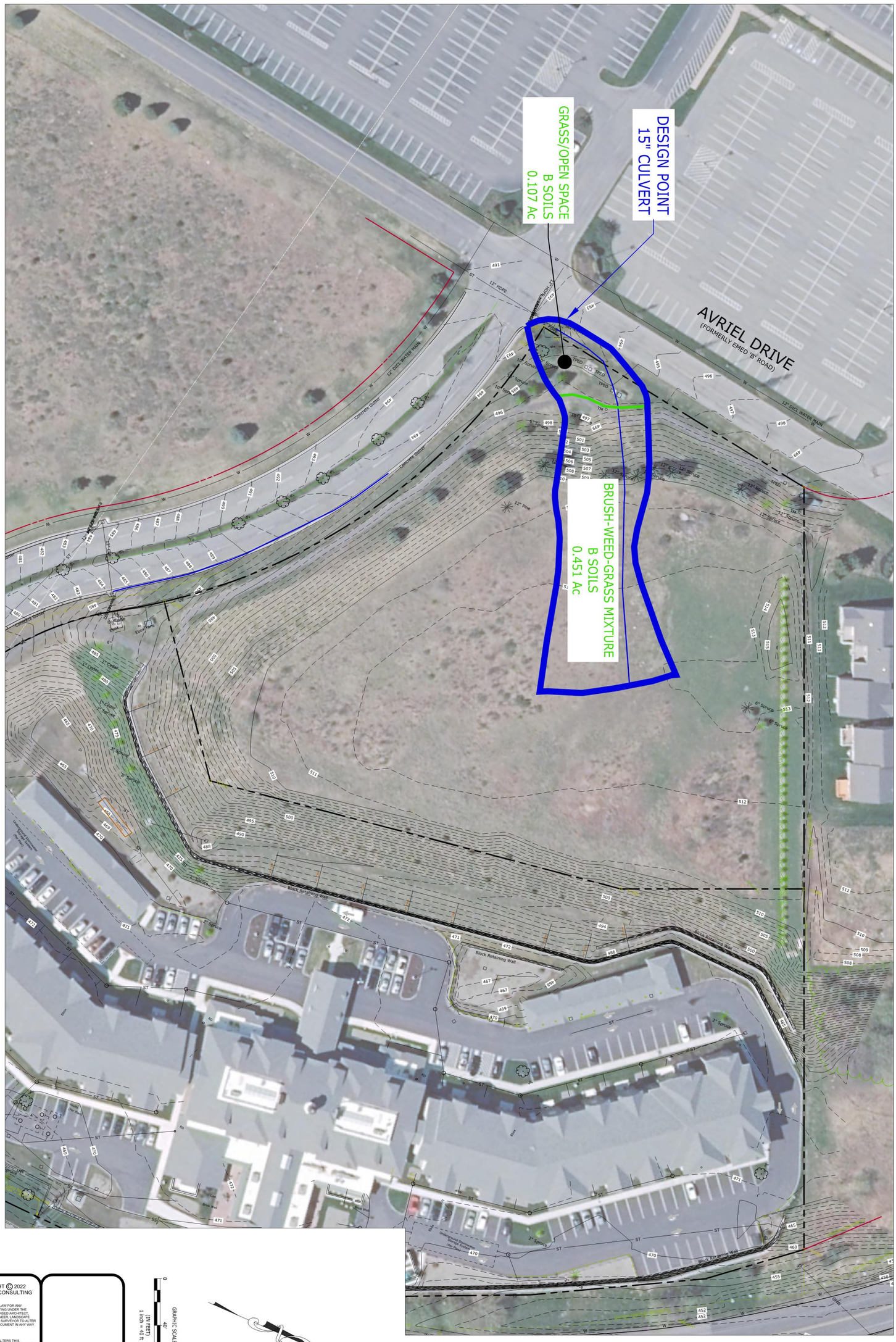

National Wetlands Inventory Mapping




NYSDEC Wetlands Mapping

# APPENDIX C

DRAINAGE AREA MAPS

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PLAN SEAL BY:
RODNEY C. IVES, JR., P.E.
NYS REGISTRATION # 077842

GRAPHIC SCALE
0 40' 80'
(IN FEET)
1 inch = 40 ft.

| | |
|---|---|
| SHEET | |
| PROJECT NO. | 21-2022 |
| DATE | 01/14/2022 |
| SCALE | 1"=40' |

PREPARED BY:
NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
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MANLIUS, NEW YORK 13104
email: MNAP@NAPCON.COM
PH: (315) 682-5580 FAX: (315) 682-5544

| NO. | REVISION/ISSUE | DATE |
|---|---|---|

SHEET TITLE:

# EXISTING CONDITION DRAINAGE AREA MAP

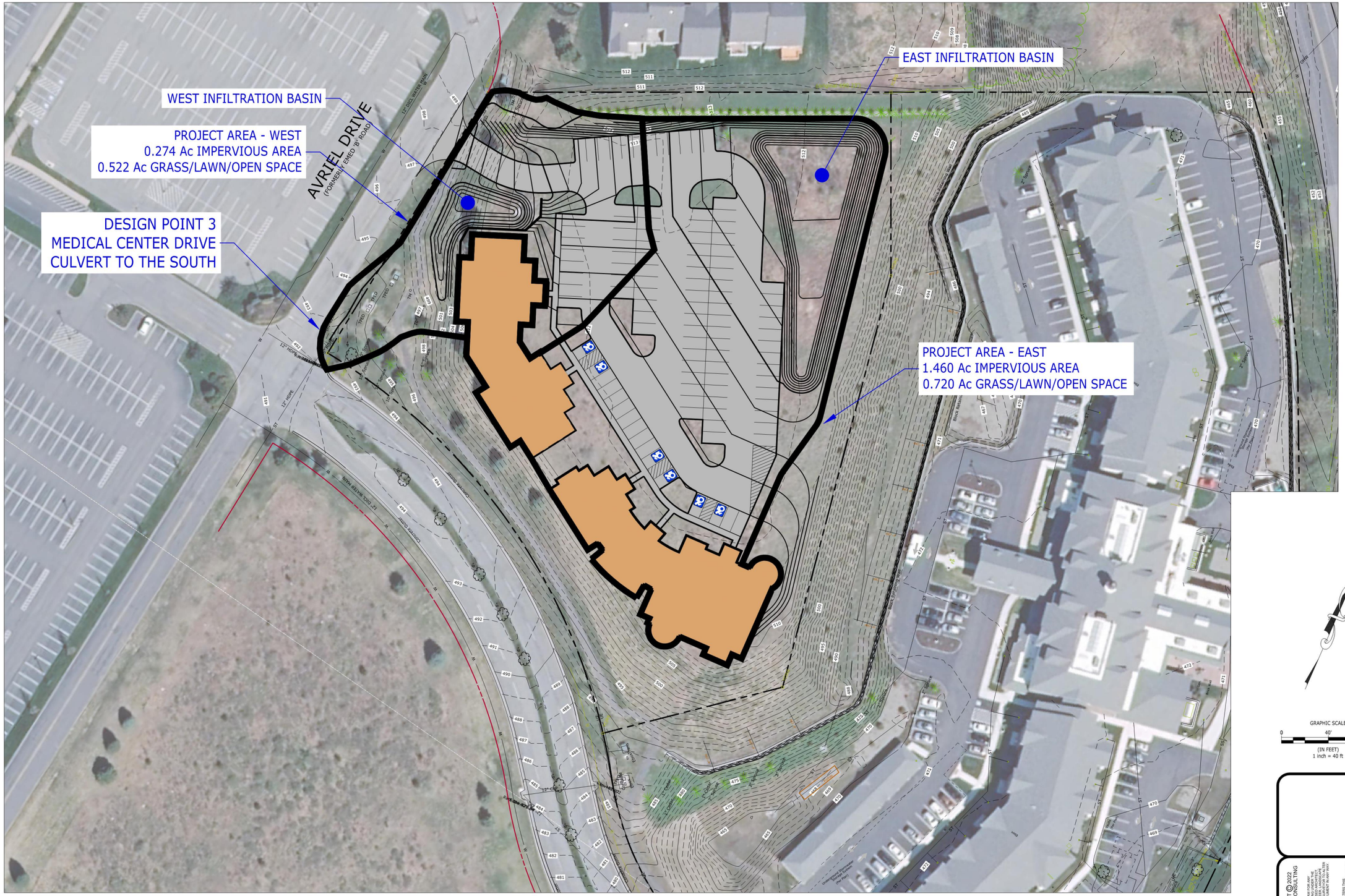
PROJECT TITLE:

## A&E & SNY CENTER MEDICAL CENTER DRIVE

TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK

PREPARED FOR:

A&E & SNY CENTER
SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057




GRAPHIC SCALE

0 40' 80'

(IN FEET)
1 inch = 40 ft

PROJECT TITLE:
**A&E & SNY CENTER**
**MEDICAL CENTER DRIVE**
TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK

PREPARED FOR:
A&E & SNY CENTER
SUITE 38
5781 BRIDGE STREET
EAST SYRACUSE, NY 13057

SHEET TITLE:
**PROPOSED CONDITION DRAINAGE AREA MAP**

| NO. | REVISION/ISSUE | DATE |
|---|---|---|
| | | |

PREPARED BY:
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PLAN SEAL BY:
RODNEY C. IVES, JR., P.E.
NYS REGISTRATION # 077842

| | |
|---|---|
| PROJECT NO. | 21-2022 |
| DATE | 01/14/2022 |
| SCALE | 1"=40' |

SHEET

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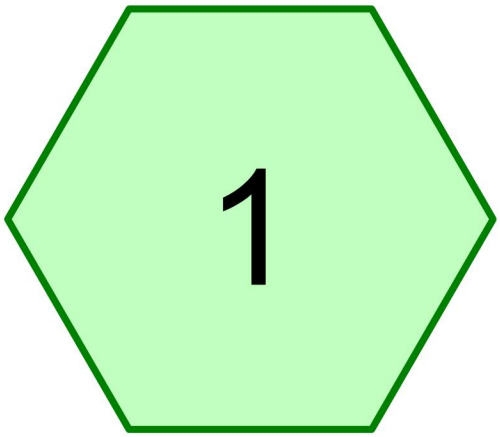
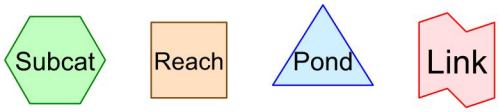
# APPENDIX D

HydroCAD Modeling




# 15" CULVERT AT MED CENTER DR




**Routing Diagram for EXISTING CONDITION**
Prepared by Napierala Consulting
HydroCAD® 10.10-6a s/n 01332 © 2020 HydroCAD Software Solutions LLC

## Summary for Subcatchment 1: 15" CULVERT AT MED CENTER DR

Runoff = 0.02 cfs @ 12.18 hrs, Volume= 0.006 af, Depth= 0.13"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 2.00-30.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-yr Rainfall=2.04"

| Area (ac) | CN | Description |
|---|---|---|
| 0.451 | 65 | Brush, Good, HSG C |
| 0.107 | 61 | >75% Grass cover, Good, HSG B |
| 0.558 | 64 | Weighted Average |
| 0.558 | | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 15.0 | 100 | 0.0100 | 0.11 | | **Sheet Flow,** Grass: Short n= 0.150 P2= 2.38" |
| 0.4 | 69 | 0.0277 | 2.68 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 0.2 | 70 | 0.2000 | 7.20 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 15.6 | 239 | Total | | | |

## Summary for Subcatchment 1: 15" CULVERT AT MED CENTER DR

Runoff = 0.39 cfs @ 12.11 hrs, Volume= 0.031 af, Depth= 0.67"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 2.00-30.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-yr Rainfall=3.43"

| Area (ac) | CN | Description |
|---|---|---|
| 0.451 | 65 | Brush, Good, HSG C |
| 0.107 | 61 | >75% Grass cover, Good, HSG B |
| 0.558 | 64 | Weighted Average |
| 0.558 | | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 15.0 | 100 | 0.0100 | 0.11 | | **Sheet Flow,** Grass: Short n= 0.150 P2= 2.38" |
| 0.4 | 69 | 0.0277 | 2.68 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 0.2 | 70 | 0.2000 | 7.20 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 15.6 | 239 | Total | | | |

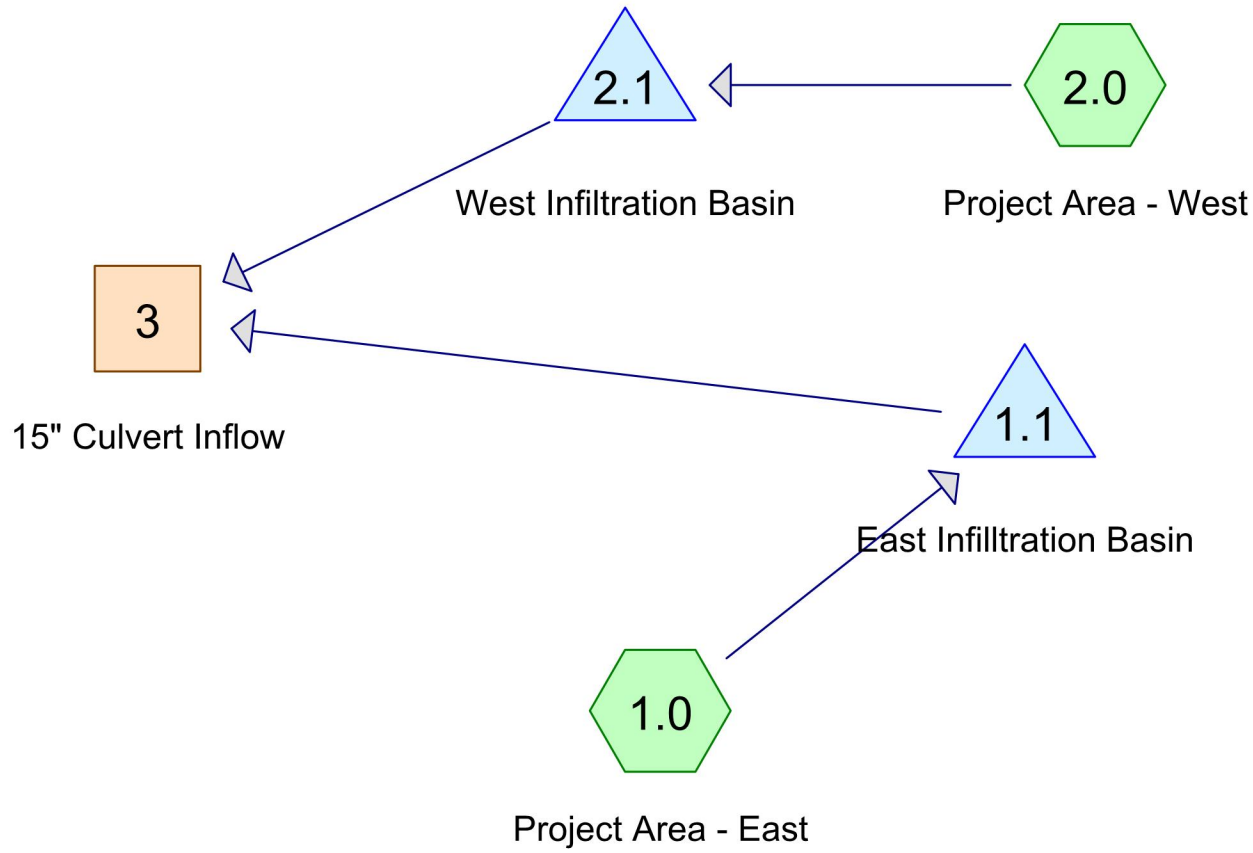
## Summary for Subcatchment 1: 15" CULVERT AT MED CENTER DR

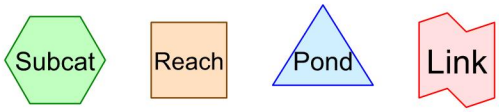
Runoff = 1.45 cfs @ 12.09 hrs, Volume= 0.098 af, Depth= 2.11"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 2.00-30.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-yr Rainfall=5.78"

| Area (ac) | CN | Description |
|---|---|---|
| 0.451 | 65 | Brush, Good, HSG C |
| 0.107 | 61 | >75% Grass cover, Good, HSG B |
| 0.558 | 64 | Weighted Average |
| 0.558 | | 100.00% Pervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 15.0 | 100 | 0.0100 | 0.11 | | **Sheet Flow,** Grass: Short n= 0.150 P2= 2.38" |
| 0.4 | 69 | 0.0277 | 2.68 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 0.2 | 70 | 0.2000 | 7.20 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 15.6 | 239 | Total | | | |




**Routing Diagram for PROPOSED CONDITION**
Prepared by Napierala Consulting
HydroCAD® 10.10-6a s/n 01332 © 2020 HydroCAD Software Solutions LLC

## Summary for Subcatchment 1.0: Project Area - East

Runoff = 3.34 cfs @ 11.98 hrs, Volume= 0.146 af, Depth> 0.80"
Routed to Pond 1.1 : East Infiltration Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-yr Rainfall=2.04"

| Area (ac) | CN | Description |
|---|---|---|
| 1.460 | 98 | Unconnected roofs, HSG B |
| 0.720 | 61 | >75% Grass cover, Good, HSG B |
| 2.180 | 86 | Weighted Average |
| 0.720 | | 33.03% Pervious Area |
| 1.460 | | 66.97% Impervious Area |
| 1.460 | | 100.00% Unconnected |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 6.0 | | | | | **Direct Entry,** |

## Summary for Pond 1.1: East Infiltration Basin

Inflow Area = 2.180 ac, 66.97% Impervious, Inflow Depth > 0.80" for 1-yr event
Inflow = 3.34 cfs @ 11.98 hrs, Volume= 0.146 af
Outflow = 0.03 cfs @ 20.00 hrs, Volume= 0.005 af, Atten= 99%, Lag= 481.5 min
Primary = 0.03 cfs @ 20.00 hrs, Volume= 0.005 af
Routed to Reach 3 : 15" Culvert Inflow

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 501.92'@ 20.00 hrs Surf.Area= 5,860 sf Storage= 6,151 cf

Plug-Flow detention time=464.1 min calculated for 0.005 af (3% of inflow)
Center-of-Mass det. time=327.5 min ( 1,123.1 - 795.6 )

| Volume | Invert | Avail.Storage | Storage Description |
|---|---|---|---|
| #1 | 500.00' | 53,225 cf | **SURFACE STORAGE (Prismatic)** Listed below (Recalc) |

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 500.00 | 0 | 0 | 0 |
| 501.00 | 3,605 | 1,803 | 1,803 |
| 502.00 | 6,059 | 4,832 | 6,635 |
| 503.00 | 7,835 | 6,947 | 13,582 |
| 504.00 | 8,851 | 8,343 | 21,925 |
| 505.00 | 9,892 | 9,372 | 31,296 |
| 506.00 | 10,958 | 10,425 | 41,721 |
| 507.00 | 12,050 | 11,504 | 53,225 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 501.80' | **12.0" Round Culvert** L= 365.0' Ke= 0.500<br>Inlet / Outlet Invert= 501.80' / 495.00' S= 0.0186 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf |
| #2 | Device 1 | 501.80' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Primary OutFlow** Max=0.03 cfs @ 20.00 hrs HW=501.92' (Free Discharge)
└─**1=Culvert** (Passes 0.03 cfs of 0.06 cfs potential flow)
└─**2=Orifice/Grate** (Orifice Controls 0.03 cfs @ 1.17 fps)

## Summary for Subcatchment 2.0: Project Area - West

Runoff = 0.41 cfs @ 12.02 hrs, Volume= 0.021 af, Depth> 0.32"
Routed to Pond 2.1 : West Infiltration Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-yr Rainfall=2.04"

| Area (ac) | CN | Description |
|---|---|---|
| 0.274 | 98 | Paved parking, HSG B |
| 0.522 | 61 | >75% Grass cover, Good, HSG B |
| 0.796 | 74 | Weighted Average |
| 0.522 | | 65.58% Pervious Area |
| 0.274 | | 34.42% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 3.0 | 26 | 0.1000 | 0.15 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 3.8 | 28 | 0.0607 | 0.12 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 0.1 | 38 | 0.2488 | 8.03 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 1.3 | 240 | | 3.00 | | **Direct Entry,** |
| 8.2 | 332 | Total | | | |

## Summary for Pond 2.1: West Infiltration Basin

Inflow Area = 0.796 ac, 34.42% Impervious, Inflow Depth > 0.32" for 1-yr event
Inflow = 0.41 cfs @ 12.02 hrs, Volume= 0.021 af
Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Routed to Reach 3 : 15" Culvert Inflow

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 497.90' @ 20.00 hrs Surf.Area= 1,035 sf Storage= 929 cf

Plug-Flow detention time=(not calculated: initial storage exceeds outflow)
Center-of-Mass det. time=(not calculated: no outflow)

| Volume | Invert | Avail.Storage | Storage Description |
|---|---|---|---|
| #1 | 496.00' | 4,815 cf | **Custom Stage Data (Prismatic)** Listed below (Recalc) |

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 496.00 | 0 | 0 | 0 |
| 497.00 | 490 | 245 | 245 |
| 498.00 | 1,097 | 794 | 1,039 |
| 499.00 | 1,848 | 1,473 | 2,511 |
| 500.00 | 2,759 | 2,304 | 4,815 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 498.20' | **12.0" Round Culvert** L= 100.0' Ke= 0.500<br>Inlet / Outlet Invert= 498.20' / 495.00' S= 0.0320 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf |
| #2 | Device 1 | 498.20' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Primary OutFlow** Max=0.00 cfs @ 5.00 hrs HW=496.00' (Free Discharge)
└─**1=Culvert** ( Controls 0.00 cfs)
└─**2=Orifice/Grate** ( Controls 0.00 cfs)

## Summary for Reach 3: 15" Culvert Inflow

Inflow Area = 2.976 ac, 58.27% Impervious, Inflow Depth > 0.02" for 1-yr event
Inflow = 0.03 cfs @ 20.00 hrs, Volume= 0.005 af
Outflow = 0.03 cfs @ 20.00 hrs, Volume= 0.005 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

## Summary for Subcatchment 1.0: Project Area - East

Runoff = 7.55 cfs @ 11.97 hrs, Volume= 0.343 af, Depth> 1.89"
Routed to Pond 1.1 : East Infiltration Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-yr Rainfall=3.43"

| Area (ac) | CN | Description |
|---|---|---|
| 1.460 | 98 | Unconnected roofs, HSG B |
| 0.720 | 61 | >75% Grass cover, Good, HSG B |
| 2.180 | 86 | Weighted Average |
| 0.720 | | 33.03% Pervious Area |
| 1.460 | | 66.97% Impervious Area |
| 1.460 | | 100.00% Unconnected |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 6.0 | | | | | **Direct Entry,** |

## Summary for Pond 1.1: East Infiltration Basin

Inflow Area = 2.180 ac, 66.97% Impervious, Inflow Depth > 1.89" for 10-yr event
Inflow = 7.55 cfs @ 11.97 hrs, Volume= 0.343 af
Outflow = 0.19 cfs @ 15.04 hrs, Volume= 0.123 af, Atten= 97%, Lag= 184.3 min
Primary = 0.19 cfs @ 15.04 hrs, Volume= 0.123 af
Routed to Reach 3 : 15" Culvert Inflow

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 502.61'@ 15.04 hrs Surf.Area= 7,134 sf Storage= 10,629 cf

Plug-Flow detention time=270.5 min calculated for 0.122 af (36% of inflow)
Center-of-Mass det. time=184.3 min ( 961.5 - 777.2 )

| Volume | Invert | Avail.Storage | Storage Description |
|---|---|---|---|
| #1 | 500.00' | 53,225 cf | **SURFACE STORAGE (Prismatic)** Listed below (Recalc) |

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 500.00 | 0 | 0 | 0 |
| 501.00 | 3,605 | 1,803 | 1,803 |
| 502.00 | 6,059 | 4,832 | 6,635 |
| 503.00 | 7,835 | 6,947 | 13,582 |
| 504.00 | 8,851 | 8,343 | 21,925 |
| 505.00 | 9,892 | 9,372 | 31,296 |
| 506.00 | 10,958 | 10,425 | 41,721 |
| 507.00 | 12,050 | 11,504 | 53,225 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 501.80' | **12.0" Round Culvert** L= 365.0' Ke= 0.500<br>Inlet / Outlet Invert= 501.80' / 495.00' S= 0.0186 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf |
| #2 | Device 1 | 501.80' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Primary OutFlow** Max=0.19 cfs @ 15.04 hrs HW=502.61' (Free Discharge)
└─**1=Culvert** (Passes 0.19 cfs of 2.07 cfs potential flow)
└─**2=Orifice/Grate** (Orifice Controls 0.19 cfs @ 3.97 fps)

## Summary for Subcatchment 2.0: Project Area - West

Runoff = 1.52 cfs @ 12.00 hrs, Volume= 0.071 af, Depth> 1.08"
Routed to Pond 2.1 : West Infiltration Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-yr Rainfall=3.43"

| Area (ac) | CN | Description |
|---|---|---|
| 0.274 | 98 | Paved parking, HSG B |
| 0.522 | 61 | >75% Grass cover, Good, HSG B |
| 0.796 | 74 | Weighted Average |
| 0.522 | | 65.58% Pervious Area |
| 0.274 | | 34.42% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 3.0 | 26 | 0.1000 | 0.15 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 3.8 | 28 | 0.0607 | 0.12 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 0.1 | 38 | 0.2488 | 8.03 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 1.3 | 240 | | 3.00 | | **Direct Entry,** |
| 8.2 | 332 | Total | | | |

## Summary for Pond 2.1: West Infiltration Basin

Inflow Area = 0.796 ac, 34.42% Impervious, Inflow Depth > 1.08" for 10-yr event
Inflow = 1.52 cfs @ 12.00 hrs, Volume= 0.071 af
Outflow = 0.10 cfs @ 13.08 hrs, Volume= 0.039 af, Atten= 93%, Lag= 64.9 min
Primary = 0.10 cfs @ 13.08 hrs, Volume= 0.039 af
Routed to Reach 3 : 15" Culvert Inflow

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 498.51'@ 13.08 hrs Surf.Area= 1,481 sf Storage= 1,698 cf

Plug-Flow detention time=191.7 min calculated for 0.039 af (54% of inflow)
Center-of-Mass det. time=105.6 min ( 912.8 - 807.2 )

| Volume | Invert | Avail.Storage | Storage Description |
|---|---|---|---|
| #1 | 496.00' | 4,815 cf | **Custom Stage Data (Prismatic)** Listed below (Recalc) |

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 496.00 | 0 | 0 | 0 |
| 497.00 | 490 | 245 | 245 |
| 498.00 | 1,097 | 794 | 1,039 |
| 499.00 | 1,848 | 1,473 | 2,511 |
| 500.00 | 2,759 | 2,304 | 4,815 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 498.20' | **12.0" Round Culvert** L= 100.0' Ke= 0.500<br>Inlet / Outlet Invert= 498.20' / 495.00' S= 0.0320 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf |
| #2 | Device 1 | 498.20' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Primary OutFlow** Max=0.10 cfs @ 13.08 hrs HW=498.51' (Free Discharge)
└─**1=Culvert** (Passes 0.10 cfs of 0.40 cfs potential flow)
└─**2=Orifice/Grate** (Orifice Controls 0.10 cfs @ 2.08 fps)

## Summary for Reach 3: 15" Culvert Inflow

Inflow Area = 2.976 ac, 58.27% Impervious, Inflow Depth > 0.65" for 10-yr event
Inflow = 0.29 cfs @ 13.44 hrs, Volume= 0.161 af
Outflow = 0.29 cfs @ 13.44 hrs, Volume= 0.161 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

## Summary for Subcatchment 1.0: Project Area - East

Runoff = 15.06 cfs @ 11.97 hrs, Volume= 0.715 af, Depth> 3.93"
Routed to Pond 1.1 : East Infiltration Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-yr Rainfall=5.78"

| Area (ac) | CN | Description |
|---|---|---|
| 1.460 | 98 | Unconnected roofs, HSG B |
| 0.720 | 61 | >75% Grass cover, Good, HSG B |
| 2.180 | 86 | Weighted Average |
| 0.720 | | 33.03% Pervious Area |
| 1.460 | | 66.97% Impervious Area |
| 1.460 | | 100.00% Unconnected |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 6.0 | | | | | **Direct Entry,** |

## Summary for Pond 1.1: East Infiltration Basin

Inflow Area = 2.180 ac, 66.97% Impervious, Inflow Depth > 3.93" for 100-yr event
Inflow = 15.06 cfs @ 11.97 hrs, Volume= 0.715 af
Outflow = 0.35 cfs @ 15.15 hrs, Volume= 0.230 af, Atten= 98%, Lag= 191.3 min
Primary = 0.35 cfs @ 15.15 hrs, Volume= 0.230 af
Routed to Reach 3 : 15" Culvert Inflow

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 504.12'@ 15.15 hrs Surf.Area= 8,977 sf Storage= 23,000 cf

Plug-Flow detention time=296.6 min calculated for 0.230 af (32% of inflow)
Center-of-Mass det. time=197.1 min ( 957.4 - 760.4 )

| Volume | Invert | Avail.Storage | Storage Description |
|---|---|---|---|
| #1 | 500.00' | 53,225 cf | **SURFACE STORAGE (Prismatic)** Listed below (Recalc) |

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 500.00 | 0 | 0 | 0 |
| 501.00 | 3,605 | 1,803 | 1,803 |
| 502.00 | 6,059 | 4,832 | 6,635 |
| 503.00 | 7,835 | 6,947 | 13,582 |
| 504.00 | 8,851 | 8,343 | 21,925 |
| 505.00 | 9,892 | 9,372 | 31,296 |
| 506.00 | 10,958 | 10,425 | 41,721 |
| 507.00 | 12,050 | 11,504 | 53,225 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 501.80' | **12.0" Round Culvert** L= 365.0' Ke= 0.500<br>Inlet / Outlet Invert= 501.80' / 495.00' S= 0.0186 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf |
| #2 | Device 1 | 501.80' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Primary OutFlow** Max=0.35 cfs @ 15.15 hrs HW=504.12' (Free Discharge)
└─**1=Culvert** (Passes 0.35 cfs of 5.10 cfs potential flow)
└─**2=Orifice/Grate** (Orifice Controls 0.35 cfs @ 7.13 fps)

## Summary for Subcatchment 2.0: Project Area - West

Runoff = 3.88 cfs @ 12.00 hrs, Volume= 0.183 af, Depth> 2.76"
Routed to Pond 2.1 : West Infiltration Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-yr Rainfall=5.78"

| Area (ac) | CN | Description |
|---|---|---|
| 0.274 | 98 | Paved parking, HSG B |
| 0.522 | 61 | >75% Grass cover, Good, HSG B |
| 0.796 | 74 | Weighted Average |
| 0.522 | | 65.58% Pervious Area |
| 0.274 | | 34.42% Impervious Area |

| Tc (min) | Length (feet) | Slope (ft/ft) | Velocity (ft/sec) | Capacity (cfs) | Description |
|---|---|---|---|---|---|
| 3.0 | 26 | 0.1000 | 0.15 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 3.8 | 28 | 0.0607 | 0.12 | | **Sheet Flow,** Grass: Dense n= 0.240 P2= 2.38" |
| 0.1 | 38 | 0.2488 | 8.03 | | **Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps |
| 1.3 | 240 | | 3.00 | | **Direct Entry,** |
| 8.2 | 332 | Total | | | |

## Summary for Pond 2.1: West Infiltration Basin

Inflow Area = 0.796 ac, 34.42% Impervious, Inflow Depth > 2.76" for 100-yr event
Inflow = 3.88 cfs @ 12.00 hrs, Volume= 0.183 af
Outflow = 0.29 cfs @ 12.71 hrs, Volume= 0.145 af, Atten= 92%, Lag= 42.8 min
Primary = 0.29 cfs @ 12.71 hrs, Volume= 0.145 af
Routed to Reach 3 : 15" Culvert Inflow

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 499.87' @ 12.71 hrs Surf.Area= 2,636 sf Storage= 4,451 cf

Plug-Flow detention time=189.5 min calculated for 0.145 af (79% of inflow)
Center-of-Mass det. time=132.7 min ( 920.2 - 787.4 )

| Volume | Invert | Avail.Storage | Storage Description |
|---|---|---|---|
| #1 | 496.00' | 4,815 cf | **Custom Stage Data (Prismatic)** Listed below (Recalc) |

| Elevation (feet) | Surf.Area (sq-ft) | Inc.Store (cubic-feet) | Cum.Store (cubic-feet) |
|---|---|---|---|
| 496.00 | 0 | 0 | 0 |
| 497.00 | 490 | 245 | 245 |
| 498.00 | 1,097 | 794 | 1,039 |
| 499.00 | 1,848 | 1,473 | 2,511 |
| 500.00 | 2,759 | 2,304 | 4,815 |

| Device | Routing | Invert | Outlet Devices |
|---|---|---|---|
| #1 | Primary | 498.20' | **12.0" Round Culvert** L= 100.0' Ke= 0.500<br>Inlet / Outlet Invert= 498.20' / 495.00' S= 0.0320 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf |
| #2 | Device 1 | 498.20' | **3.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads |

**Primary OutFlow** Max=0.29 cfs @ 12.71 hrs HW=499.87' (Free Discharge)
└─**1=Culvert** (Passes 0.29 cfs of 4.08 cfs potential flow)
└─**2=Orifice/Grate** (Orifice Controls 0.29 cfs @ 5.98 fps)

## Summary for Reach 3: 15" Culvert Inflow

Inflow Area = 2.976 ac, 58.27% Impervious, Inflow Depth > 1.51" for 100-yr event
Inflow = 0.63 cfs @ 13.22 hrs, Volume= 0.376 af
Outflow = 0.63 cfs @ 13.22 hrs, Volume= 0.376 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

# EXHIBIT E

# ENVIRONMENTAL ASSESSMENT FORM

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

**Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

**Part 1 – Project and Sponsor Information**

Name of Action or Project:
A&E & SNY Center

Project Location (describe, and attach a location map):
Medical Center Drive at Avriel Drive (Tax Parcel 086.-01-03.9), Town of Manlius, Onondaga County

Brief Description of Proposed Action:
A two-phase development of a medical office / personal services center. The first phase is the construction of a one-story building with a "walk-out" basement with a footprint of 14,242 sq ft (total 28,484 sq ft), a 108-vehicle parking lot and associated utilities (water, sewer, stormwater management, electric, natural gas, communications). Phase 2 is the construction of a second, one-story building with a footprint of 11,332 sq ft.

| Name of Applicant or Sponsor: | Telephone: (315) 445-1177 |
|---|---|
| A&E & SNY CENTER | E-Mail: papam42020@gmail.com |

Address:
Suite 38, 5781 Bridge Street

| City/PO: | State: | Zip Code: |
|---|---|---|
| East Syracuse | New York | 13057 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | ☑ | ☐ |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Manlius Planning Board - Site Plan Approval; Manlius Town Board - Zone Change | ☐ | ☑ |

3. a. Total acreage of the site of the proposed action? 4.038 acres
   b. Total acreage to be physically disturbed? 2.890 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.038 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Undeveloped
   ☐ Parkland

| 5. Is the proposed action, | NO | YES | N/A |
|---|---|---|---|
| a. A permitted use under the zoning regulations? *With an approved Zone Change* | ☐ | ✓ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ✓ | ☐ |

| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | NO | YES |
|---|---|---|
| | ☐ | ✓ |

| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: _____ | NO | YES |
|---|---|---|
| | ✓ | ☐ |

| 8. | NO | YES |
|---|---|---|
| a. Will the proposed action result in a substantial increase in traffic above present levels? | ✓ | ☐ |
| b. Are public transportation services available at or near the site of the proposed action? | ☐ | ✓ |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | ☐ | ✓ |

| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>_____<br>_____ | NO | YES |
|---|---|---|
| | ☐ | ✓ |

| 10. Will the proposed action connect to an existing public/private water supply?<br>If No, describe method for providing potable water: _____<br>_____ | NO | YES |
|---|---|---|
| | ☐ | ✓ |

| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: _____<br>_____ | NO | YES |
|---|---|---|
| | ☐ | ✓ |

| 12. | NO | YES |
|---|---|---|
| a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | ✓ | ☐ |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | ✓ | ☐ |

| 13. | NO | YES |
|---|---|---|
| a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ✓ | ☐ |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | ☐ | ☐ |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____<br>_____<br>_____ | | |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☑ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?<br>Northern Long-eared Bat | ☐ | ☑ |
| 16. Is the project site located in the 100-year flood plan? | ☑ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes, | ☐ | ☑ |
| a. Will storm water discharges flow to adjacent properties? | ☐ | ☑ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?<br>If Yes, briefly describe:<br>Existing 15" culvert at the intersection of Medical Center Drive and Avriel Drive | ☐ | ☑ |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?<br>If Yes, explain the purpose and size of the impoundment:<br>Stormwater management practice to attenuate runoff so as not to adversely impact downstream properties. | ☐ | ☑ |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: | ☑ | ☐ |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If Yes, describe: | ☑ | ☐ |

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor/name: RODNEY IVES JR AGENT FOR A&E & SNY CENTER Date: 01/14/2022

Signature: Title: PROJECT MANAGER

PRINT FORM

# EXHIBIT F

# FRESHWATER WETLANDS LETTER

NAPIERALA CONSULTING
PROFESSIONAL ENGINEER, P.C.
SITE • DESIGN • ENGINEERING

110 FAYETTE STREET
MANLIUS, NEW YORK 13104

November 14, 2022

Mr. John Deer, Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Re: Zone Change Application – Freshwater Wetlands
A&E & SNY Center
Medical Center Drive

Dear Supervisor Deer,

This letter is in reference to the zone change application for the proposed A&E & SNY Center on Medical Center Drive. A preliminary review of the subject parcel has been performed to determine the potential presence of on-site freshwater wetlands. After site observation and evaluation of the National Wetlands Inventory and the NYSDEC Environmental Resources Mapper, it has been determined that the subject parcel and adjoining parcels within a 100 foot buffer do not contain any jurisdictional wetlands.

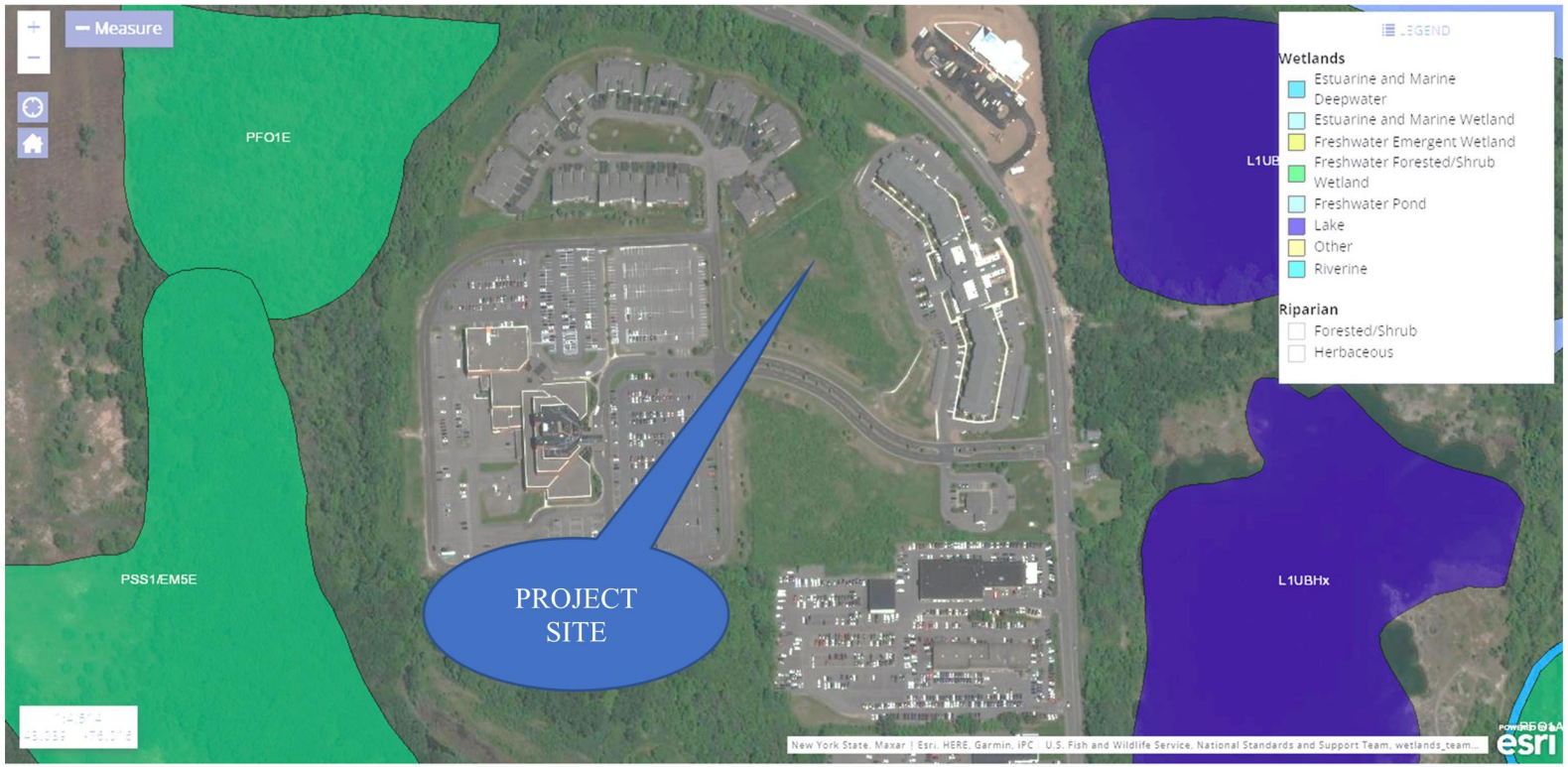
If you should have any questions or comments, please feel free to contact us.

Respectfully,

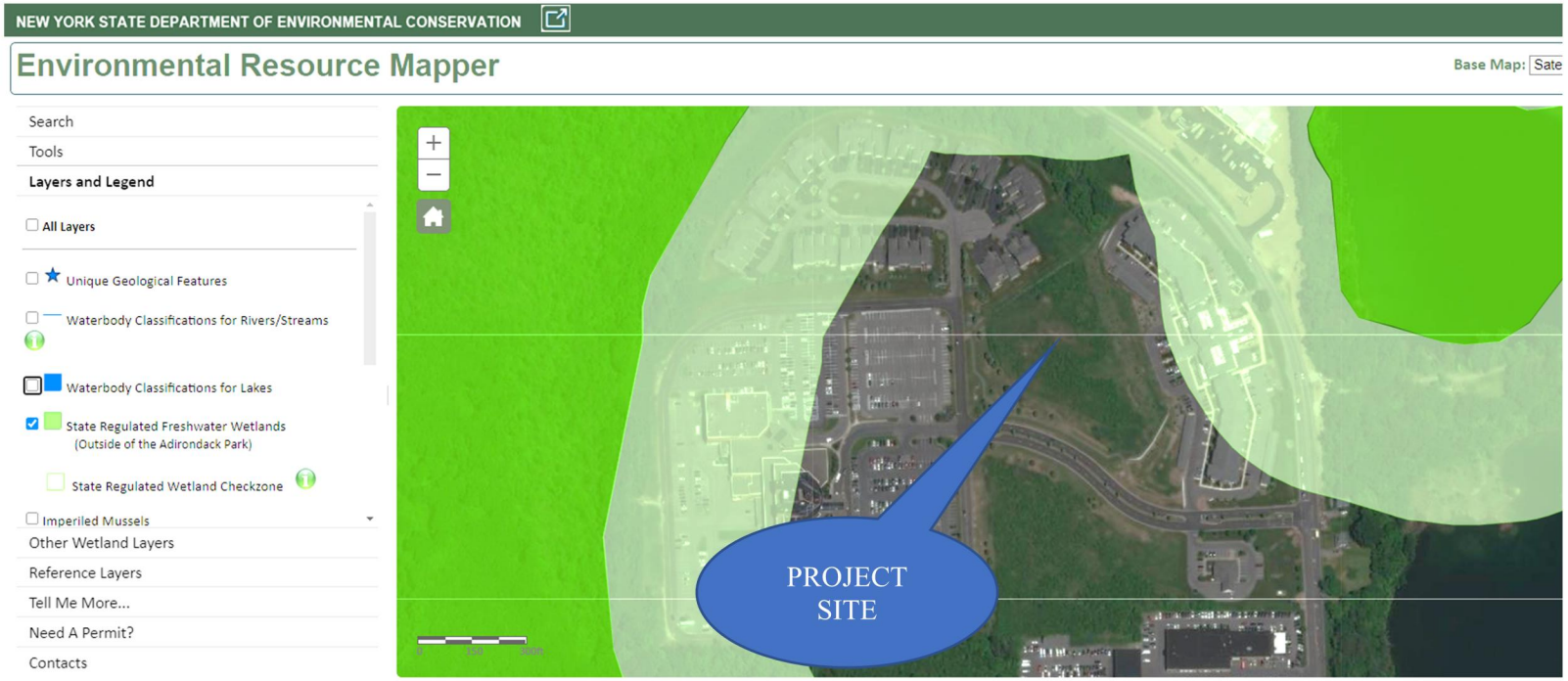
NAPIERALA CONSULTING
Professional Engineer, P.C.

Rodney Ives, Jr., PE
Project Manager

PH 315-682-5580 • FAX 315-682-5544 • EMAIL:MNAP@NAPCON.COM




National Wetlands Inventory Mapping




NYSDEC Wetlands Mapping

# EXHIBIT G

# DISCLOSURE AFFIDAVIT

# TOWN OF MANLIUS

## DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license* or *permit.*

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

I. Mike Dapp, being duly sworn, deposes and says that (s) he is:

applicant

(applicant, petitioner, corporation officer, property owner, *etc.)*

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

# CORPORATE ACKNOWLEDGEMENT

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

Mike Papa, being duly sworn, deposes and says the s(he) is the owner of A+E 2020 corp corporation named in the within Application/Petition, that s(he) has read the foregoing affidavit and knows the contents thereof; that the same is true of s(he) own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters s(he) believes it to be true.

Applicant Signature

Subscribed to me before this day
Of JAN 18TH, 2022

Notary Public

NEDZADA KAPIC
01KA6176345
Notary Public, State of New York
Qualified in Onondaga County County
My commission expires OCTOBER 29th, 2023

06/29/16 LB

| IN THE MATTER<br>Of<br>LOCAL LAW 2022-(3) THE APPLICATION OF A&E & SNY CENTER LLC A CHANGE OF ZONE FROM RESTRICTED AGRICULTURE (RA) TO NIEGHBORHOOD SHOPPING (NS) | RESOLUTION CALLING FOR A PUBLIC HEARING |
|---|---|

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, and broadcast live to the Town Facebook page and YouTube on the 9th of March, 2022, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

| | |
|---|---|
| John T. Deer | Supervisor |
| Sara Bollinger | Councilor |
| Elaine Denton | Councilor |
| Alissa Italiano | Councilor |
| Katelyn Kriesel | Councilor |
| William Nicholson | Councilor |
| Heather Allison Waters | Councilor |

The following resolution was moved, seconded and adopted:

**WHEREAS**, an application has been made to the Town Board by A&E & SNY CENTER LLC (the "Applicant") for approval of a zone change from Restricted Agricultural (RA), to Neighborhood Shopping (NS) (the "Application") for a 4.03 acre of vacant property located at

the corner of Medical Center Drive and Avriel Drive, identified as tax map nos. 086-01-03.9 (the "Property");

**WHEREAS**, the Town Board is considering this zone change under Local Law 2022-(3), as set forth below:

**LOCAL LAW 2022-(3), A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF MANLIUS:**

## Be it enacted by the Town Board of the Town of Manlius, Onondaga County, New York as follows:

Section 1. That "The Revised Zoning Ordinance of the Town of Manlius", as amended, and the "Zoning Map of the Town of Manlius", which by provisions of said Zoning Ordinance shall be, and the same hereby are, amended to change the zoning of the tax map no. 086-01-03.9 from Restricted Agricultural (RA) to Neighborhood Shopping (NS), which new zoning is set forth on that certain Final Subdivision Plat dated April 10, 2018, Lot 3A, filed subdivision map no. 12627, prepared by C.T. Male Associates, (Project No. 14-4342)) dated April 10, 2018, for the property commonly known as the Northeast Medical Center Subdivision, which property consists of approximately 4.038 acres of vacant land and further described as follows:

See Exhibit A, Legal Description

Section 2. This law shall take effect upon filing with the New York State Department of State.

**WHEREAS,** the Town Board desires to hear from the public on the Application;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, shall hold a Public Hearing on said proposed Local Law 2022-(3), and that such Hearing shall be held in person and virtually on the Internet platform commonly referred to as ZOOM, directions for attendance which will be on the Town's Website and such hearing shall take place on the 23rd day of March 2022 at approximately 6:40 p.m. and be it further

**RESOLVED**, that the Town Clerk shall give notice of such Public Hearing by the publication of a notice in at least one newspaper circulated in the Town, specifying the time when and the place where such Public Hearing will be held and the instructions by which the

public can access the virtual meeting, and in general terms, describing the proposed Local Law. Such notice shall be published once at least five (5) days prior to the Public Hearing.

**I, ALLISON WEBER,** Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 9th day of March 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

**I FURTHER CERTIFY** that all members of said Board had due notice of said meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 9 th day of March, 2022.

**DATED:** **March 9, 2022**
**Fayetteville, New York**

_____

**Allison Weber**
**Town Clerk of the Town of Manlius**
**Onondaga County, New York**

# STAGECRAFT THEATRICAL

## RENTAL PACKET

### Welcome!

Welcome to your rental packet! Thank you for choosing Stagecraft Theatrical to help you achieve your vision for your production. In this packet you will find your rental invoice, rental contract, any applicable addendums, and general information about the rental process.

### 7 Days to return

As you are already likely aware, Stagecraft Theatrical rents on what is called a "first come, first serve basis," which means that the only way to lock in rental dates is to return a signed contract. Because we understand that contracts require a complete review, we do offer a seven day grace period in which to have your contract reviewed internally, signed and returned. During those 7 days from the receipt of this packet, we will place a courtesy hold on the rental you have asked for a contract for.

### Returning the agreement

Please initial all pages and sign where the agreement indicates. As soon as you have initialed all the pages and signed the contract, please immediately scan it and email it back to Stagecraft Theatrical . There is no need to wait until you have your insurance information or deposit. Those items can come later.

### Insurance

Stagecraft Theatrical requires all insurance certificates be received no later than 14 days before your rental is set to be received. We require 2 certificates – one for liability and one for property. What needs to be listed on each certificate is noted in the contract under the "Insurance section."

### Deposit

Stagecraft Theatrical works with many schools and government institutions and therefore understands the complexities of getting P.O.'s through the system. We offer a 30 day window from the date of this agreement to receive the first deposit as per the attached rental agreement. Payments can be made by credit card or check. Unfortunately no P.O's can be used in place of a check. Credit card payments are subject to a 3% administration charge. There is no charge for a business check.

### Technicians

Stagecraft Theatrical requires that a technician accompany any set rental for installation and for load out unless a signed damage waiver is returned with this agreement. If the renter would like a technician, that is an additional cost that is NOT included with your invoice. If the renter would like to install the set themselves, Stagecraft Theatrical provides an OPTIONAL damage waiver that is attached to this packet. If signing the damage waiver, there is no need for a technician.

# Table of Contents:

1……. Welcome Letter

2……. Table of Contents

3……. Invoice

4-8…… The rental agreement

9 +…….. Addendums and Disclaimers

# Stagecraft Theatrical
## Rental, LLC

# Invoice

Ref. #: 3152705
Date: February 18th, 2022
Terms: as per agreement

### Client Information

**Client:** Town of Manlius Recreation Department
Address: 301 Brooklea Dr
Fayetteville, NY 13066

**Contact:** Kristine Zingaro
**Phone:** 315-530-0411
**Email:** kzingaro@townofmanlius.org
**GM:**
**PM:**

### Production Information

**Show:** Into the Woods
**Venue:** Town of Manlius Recreation Department
**Tech:** July 18th, 2022
**Opening:** July 21st, 2022
**Closing:** July 23rd, 2022
**PO #:**

**Notes:**

| Carrier | Truck Size | Projected Delivery | | Projected Pick-Up | |
|---|---|---|---|---|---|
| | | | July 11th, 2022 | | July 25th, 2022 |

### Rental Items:

| Qty | Description | Duration | Price | Price Ext. |
|---|---|---|---|---|
| 1 | INTW rental set with inventory as per www.stagecrafttheatrical.com/woods | | | $ 0.00 |
| 1 | Deposit @ 70% due within 30 days of signing | | $ 4,182.50 | $ 4,182.50 |
| | | | | $ 0.00 |
| 1 | Balance @ 30% due within 24 hours of receipt of package | | $ 1,792.50 | $ 1,792.50 |
| | | **Rental Subtotal:** | $ 5,975.00 | |

### Freight Items:

| Qty | Description | Price | Price Ext. |
|---|---|---|---|
| 0 | the cost of trucking the set is NOT included in this invoice. Any and all transportation is at additional cost | | $ 0.00 |
| 0 | and to be billed at market rate at the time the set is shipped. | | $ 0.00 |
| | **Freight Subtotal:** | $ 0.00 | |

### Misc. Items:

| Qty | Description | Price | Price Ext. |
|---|---|---|---|
| 0 | optional technician available at extra cost. No set up included in this invoice | | $ 0.00 |
| | | | $ 0.00 |
| | **Misc. Subtotal:** | $ 0.00 | |

| **Total:** $ 5,975.00 | **Tax:** $ 0.00 | **Balance Due:** $ 5,975.00 |
|---|---|---|

**Remit to:** Stagecraft Theatrical, LLC
770 River Road #409
Edgewater, NJ 07020

Reference Number: 3152705
Balance Due: $ 5,975.00
Due Date: February 18th, 2022
*Please include one copy with remittance*

**Payment of this invoice confers acceptance of all contract terms in the Stagecraft Theatrical Rental Agreement**

# Stagecraft Theatrical, LLC Agreement

## Client and Production Information

Invoice Reference #: 3152705

Client: Town of Manlius Recreation Department

Address: 301 Brooklea Dr
Fayetteville, NY 13066

Show: Insurance Value: Into the Woods
$125,000----------

Opening Date: July 21st, 2022

Closing Date: July 23rd, 2022

Production Dates: July 13th- July 23rd 2022

Projected Delivery: July 11th, 2022

Projected Pick-up: July 25th, 2022

**1. BASIC AGREEMENT.** This agreement constitutes a rental agreement between Stagecraft Theatrical, LLC ("Rental Company") and the undersigned and/or its agents, assigns, contractors, employees and/or representatives who shall hereafter collectively be referred to as the "Renter". Upon the Renter signing below, the Rental Company shall reserve, hold and provide to the Renter, the items and or package(s) as defined and listed on the invoice with the invoice reference number ("Client and Production Information") and henceforth referred to as "the Rental Package." This agreement shall cover any and all portion(s) of the Rental Package and associated services provided to the Renter by the Rental Company regardless of where the item(s) is/are shipped from and irrespective of whether the Rental Company owns, manages, represents, licenses, contracts, rents or acquires the item(s) whether temporarily or permanently or where the services originate for the purpose of providing the item(s) to the Renter.

**2. OBLIGATION**. The Renter's obligation to pay invoices for the Rental Package ("rental fee"), shipping, labor, damages and/or other miscellaneous charges ("additional fees") set forth herein ("Stagecraft Theatrical, LLC Rental Agreement") and other amounts due hereunder (and the continuing effectiveness and enforceability of this agreement) are independent obligations not subject to abatement, diminution, suspension, deferment for reduction of, or offset against, Renter's obligation hereunder including without limitation: (i) any claims of Renter against the Rental Company, its contractors, suppliers, assigns, employees or subsidiaries (ii) any defect in, damage to or loss or destruction of any or all of the Rental Package or (iii) any interference with Renter's use of any or all of the Rental Package by any third party (including governmental body). It is the express intention of the parties hereto that all rents and other amounts payable by Renter to the Rental Company hereunder shall continue to be promptly and unconditionally paid in all events in accordance with the terms and conditions herein ("Stagecraft Theatrical, LLC Rental Agreement").

**3. COMMENCEMENT.** This agreement and all its terms and conditions shall commence upon signing and shall conclude when the Rental Package has been returned to the Rental Company or, at the Rental Company's sole discretion, has been transported from the Renter's possession to a place of the Rental Company's sole choosing and when the Renter has completely met and fulfilled the conditions contained herein ("Stagecraft Theatrical, LLC Rental Agreement"). The period from agreement signing until when the Renter has met all of the conditions of this agreement shall be henceforth referred to as the rental term.

**4. WAIVER PERIOD**. The renter shall have 7 (seven) days to cancel ("Waiver Period"), without penalty, this Rental Agreement starting from the date the Renter delivers the signed Rental Agreement to the Rental company, whether by electronic mail or physical delivery service, unless the "Delivery Date" (see attached invoice) of the Rental Package is less than 45 (forty-five) days from when this signed Rental Agreement is returned. After 7 (seven) days, all previsions of this Agreement shall be in full force and unwavering affect. Should the "Delivery Date" be less than 45 (forty-five) days from the date the Renter's signed Rental Agreement is returned to the Rental Company, then the Renter shall only have 24 (twenty-four) hours from the time and date of the returning of the Agreement to the Rental Company, whether by electronic mail or physical delivery service, to cancel this signed Agreement and its terms without penalty ("Waiver Period"). After 24 (twenty-four) hours, all previsions of this Agreement shall be in full force and unwavering effect.

**5. CANCELLATION**. After the Waiver Period has expired, this rental agreement shall remain in non-wavering full force and be in full effect from the expiration of the Waiver Period until such a time that all terms and conditions set forth in this Agreement and its Amendments have been satisfied. In the event of cancellation of any or all performance or any and all dates of production more than 1 (one) week prior to the projected shipping date (see the attached invoice) of the Rental Package, cancellation charges will be assessed equal to the total rental fee ("Payment") in consideration of the Rental Company preparing, holding in reserve or sub-renting the package, facilities or vehicles on behalf of the Renter. In the event of cancellation of any or all performance or any and all dates of production less than 1 (one) week prior to the projected shipping of the Rental Package (see attached invoice), cancellation charges will be assessed equal to the total rental fee plus any additional fees incurred by the Rental Company on behalf of the Renter
("Payment", "Additional Fees") in consideration of the Rental Company preparing, holding in reserve or sub-renting the package, facilities or vehicles on behalf of the Renter. (E.G. but not limited to, third party trucking expenses, travel expenses for contractors or their wages.)

Any prevention, delay or stoppage due to strikes, lockouts, unavoidable labor disputes, acts of God, governmental restrictions, governmental regulations or controls, judicial orders, acts of terrorism, fire of other causality and causes beyond the reasonable control of the party obligated to perform, temporarily postpone the performance by such party for a period equal to any such prevention, delay, or stoppage. No postponement or temporary stoppage due to the aforementioned causes shall permanently excuse or cancel any monies due nor change any terms of this agreement. However, in such instances of covered stoppage or postponement, the affected party shall still be required to continue with the terms of this agreement once the instance that triggered the delay or stoppage has ended or been resolved. The aforementioned cancellation provisions and restrictions shall remain in full force and effect, with the Rental Company offering the Rental Package to the Renter for the same price at a later date when the Renter is legally allowed to resume activities, and to be mutually agreed upon in writing and subject to confirmation of availability by the Rental Company.

**6. PAYMENT.** Upon the signing of this agreement, the Rental Company shall ensure the Rental Package is available to the Renter no later than their production dates ("Client and Production Information") by reserving the Rental Package for the Renter. From time to time, the Rental Company may make the Rental Package available for delivery to the Renter before the production dates ( "Client and Production Information"). This consideration shall be at no additional charge and shall not alter what, for the purposes of this agreement, are the production dates. In the event of any delays in shipping or receiving the Rental Package prior to the production dates, the Renter shall not be entitled to any compensation nor shall the Renter deduct or receive any type of partial or complete refund. In exchange for this reservation, this rental agreement shall require a non-refundable and non-cancelable rental fee ("rental fee") totaling $ $ 5,975.00 (five----------)-Thousand (nine hundred seventy five----------) Dollars and (----------) cents). The "rental fee" shall be remitted to the Rental Company in 2---------- (two----------) separate payment(s):

1.) **DEPOSIT** - A payment equal to $ $ 4,182.50 (four----------)-Thousand (one hundred eighty two----------) Dollars and (fifty----------) Cents) shall be due and payable upon the signing of this agreement. This payment shall act as a non-refundable and non-cancelable deposit in consideration of the Rental Company reserving the Rental Package upon the execution of this agreement signing and shall reduce the outstanding balance due ("Payment", "additional fees", "invoices") equal to the sum paid.

2.) **INTERMEDIATE PAYMENT** - If three payments are required ("Payment") than an intermediary payment equal to $ $ 0.00 (----------)-Thousand ---------- Dollars and ---------- Cents) shall be due and payable on or before ---------- and must be received and cleared prior to the shipping of the Rental Package to the Renter. This payment shall reduce the outstanding balance due ("Payment", "additional fees", "invoices") equal to the sum paid. In the event no intermediate payment is required, after the deposit is paid, only the final payment shall be due.

3.) **FINAL PAYMENT** - A final and subsequent payment equal to $ $ 1,792.50 (one----------Thousand seven hundred ninety two---------- Dollars and fifty----------Cents) shall be due and payable within 24 hours (twenty-four) hours of the Renter's receipt of the Rental Package and must be received by the Rental Company before the start of any paid performances beginning on the date listed herein ("opening date", "Client Production Information"). This payment shall reduce the outstanding balance ("Payment", "additional fees", "invoices") equal to the sum paid.

**7. ADDITIONAL FEES.** Rental fee payments may only be applied to applicable rental. The rental fee pertains only to the cost to rent the Rental Package and does not include any additional services or costs including but not limited to transportation, shipping, handling, labor, technicians, airfare or hotels which shall henceforth collectively be referred to as "additional costs." With the exception of costs for damages and/or loss, any and all known additional costs, are to be listed on the principal invoice with the reference number contained herein ("Client and Production Information"). By signing this agreement, the undersigned understands, acknowledges and agrees that certain additional costs cannot be guaranteed or listed at the time of the creation of the principal invoice. This is due to the unpredictable and everchanging nature of costs such as shipping and airfare and/or costs that cannot be guaranteed before a certain date. These additional costs shall be permitted to be listed on the principal invoice as "tbd." Any cost listed as "tbd" shall be paid in accordance with the same terms and conditions herein ("Stagecraft Theatrical, LLC Rental Agreement"). Additional fees will be invoiced separately, are not included in the rental fee and shall be payable directly to the Rental Company by the due date on the invoice(s) unless otherwise directed by the Rental Company.

**8. INVOICES.** Invoices are due by the due date listed therein, which is to be at least 10 business days from the date sent whether via electronic mail, or regular mail. Past due invoices may be assessed a late charge of $50.00 (Fifty dollars) per week for each outstanding invoice. Checks returned as non-sufficient funds or for any other reason are not payable by the financial institution upon which it is drawn, will incur an additional fee of $50.00 (fifty dollars) for each occurrence of non-payment. If the Rental Company places the Renter's account in the hands of an attorney or other agency for collection due to non-payment or any or all invoices or fees, the Renter agrees to pay reasonable collection costs, attorney fees and court costs in addition to the assessed late fees which will continue to accrue until the debt has been satisfied.

**9. INSURANCE CERTIFICATES.** The Renter shall provide a(n) insurance certificate(s), satisfactory to the Rental Company, showing the Renter shall at its own cost, and at all times ("Insurance certificates"), maintain in full force and effect the following two separate types of insurance policies: 1.) Commercial General Liability insurance of at least $1,000,000 per occurrence and annual aggregate, covering all liability including but not limited to, personal injury, bodily injury, property damage, operations hazards, independent contractor coverage and contractual liability resulting from the use of the Rental Package. 2.) Commercial Property Insurance encompassing all property at risk and covering the entire Rental Package for any and all loss or damage regardless of source or cause from all sources, for full replacement cost defined as the insurance value ("Client and Production Information"), as well as for loss of use (rents) of the package resulting from a claim covering all loss or damage to the Rental Package regardless of source.
At no cost to the Rental Company, the Rental Company must be named as an additional insured and loss payee on both the liability insurance and commercial property insurance of the Renter. Coverage of any and all insurance as defined herein must begin and be in full force and valid from the projected delivery date continuing, uninterrupted until no less than 5 days after the actual date of pick-up of the Rental Package defined as the day upon which the Rental Company's contracted or hired truck picks up the Rental Package or the Renter, its agents or assigns deliver the Rental Package to the Rental Company or its assigns.

The following chart is included as a courtesy guide as to the insurance requirements and is not intended to represent the complete insurance requirements under this agreement.

| General Liability Insurance | Commercial Property Insurance |
|---|---|
| ✓ *Coverage of at least $1,000,000.00 per occurrence and annual aggregate* | ✓ *Replacement value of* one hundred twenty five thousand dollars---------- $125,000---------- |
| ✓ *Rental Company named as additional insured and loss payee* | ✓ *Rental Company names as additional insured and loss payee* |

**10. SELF-INSURANCE.** In the event the Renter is either A.) a city, county, state or federal institution or B.) affiliated with a city, county, state or federal institution for the purposes of renting the Rental Package and is self-insured through a government entity henceforth referred to as a self-insured entity, commercial liability and property insurance shall not be required. In lieu thereof, the Rental Company shall require a signed notification and/or certificate proving the Renter is a self-insured entity under state or local laws. The Renter understands, acknowledges and agrees that all other requirements and conditions herein ("Insurance Certificates"), except the certificate of commercial liability insurance and commercial property insurance, are hereby in full effect and that the Rental Company does not waive any other right or requirement hereunder for self-insured entities.

**11. INSURANCE OBLIGATIONS.** Whether commercially or self-insured, the insurance policies of the Renter shall be deemed primary and non-contributory insurance in the event of any claim or suit against the Renter of the Rental Company and/or its agents and contractors. Notwithstanding this paragraph, the Renter and/or its agents shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the rental agreement. The Rental Company may apply proceeds of insurance, in whole or in part, to repair or comparably replace any damaged or non-returned portion of the package, or to satisfy any obligations of the Renter pursuant to this agreement. At its sole discretion, the Rental Company may choose to enforce its remedies directly against the Renter. Any delay or temporary waiver in the enforcement of remedies shall not be construed as a waiver of the Rental Company's rights. The rights of the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by the Renter.

**12. TECHNICIAN.** The Rental Company requires one of its own technician employees and/or contractors (the tech, tech) to accompany and oversee the installation and removal of the rental set. The Renter agrees to provide travel, ground transportation and housing accommodations at no cost to the Rental Company or tech, equal to that of a 3-star hotel (accommodations), for 1 (one) tech. The accommodations shall be provided for a time equal to that of the load-in plus one night before and one night after load-in. The same accommodations shall also be provided by the Renter, at no cost to the Rental Company or tech, for the load-out of the rental set. The technician's duties shall include instructing the local installation and removal labor in the proper methods to install and remove the rented scenery as it exclusively relates to the Rental Company's property. By signing below, the Renter understands and agrees the presence of the Rental Company's technician does not make any claims or certify that any or all of the Renter's theatre systems (including but not limited to stage capacity, rigging styles or types or functionality of the rigging or any other installed or temporary system) are safe, inspected or capable of safely and/or properly housing the Rental Company's rental property. Any instruction provided by the technician must be verified by on-site agents of the Renter to ensure safe practices in accordance with the venue in which the Renter has hired the Rental Package to be installed within. The Renter also agrees that the presence of a Rental Company tech shall not absolve or supersede any of the Renter's obligations or duties discussed herein including but not limited to the terms in ("Damages/Loss Policy"," Wear and Tear", "Return", "Inspection").
Even with an on-site technician, the Renter hereby acknowledges and agrees to hold harmless and to indemnify the Rental Company and/or its agents and employees ("Indemnification").

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**13. TECHNICIAN WAIVER.** In certain circumstances and with some sets, the Rental Company may, at its exclusive option, offer an additional damage waiver agreement to the Renter in lieu of requiring a Rental Company technician. The terms of the waiver are integral to this agreement and shall not supersede any clause herein.

**14. DELIVERY/PICK-UP.** The Renter understands, acknowledges and agrees that the Renter must provide their own labor to un-load the transportation equipment on the delivery date and then again re-load the transportation equipment on the pick-up date ("Client and Production Information"). No on-site labor is provided by the Rental Company unless otherwise agreed in writing and billed as an additional fee. As part of the quoted additional fee for the shipping of the Rental Package, Renter is provided a complimentary two hour loading/unloading window beginning at either 1.) the scheduled arrival time of the truck, assuming the truck is on-site or 2.) when the Renter starts to load/unload the truck in instances where the truck is early and/or late. Any hours beyond two are to be billed to the Renter at $150 per hour for solo driver and$225 per hour for teams of drivers, until the load/unloading is completed and the truck released. The Renter must sign the Bill of Lading and indicate the time of completion. Failure to sign the BOl and indicate time of completion may result in additional charges to be solely determined by the Rental Company. Unless otherwise agreed to in writing by both parties, delivery and pick-up is to only take place during "normal business hours" defined as Monday through Friday, excluding national or local holidays, during the hours of 9am-5pm in the time zone the delivery and/or pick-up is being made. In all instances, the Renter is responsible for properly loading and securing the cargo onto the truck. The truck driver and/or on-site technician may offer tips or advice on ways to best secure the cargo in the truck however the Renter understands and agrees that no claims, guarantees, warranties expressed or implied are construed through any advice given. Any and all advice shall be non-binding and shall not excuse, diminish or alter the Renter's responsibility for any damages that may occur in transit as the result of the loading of the transportation equipment, shifting loads or damage that occurs in transit.

**15. COST OF SHIPPING.** The cost of shipping and handling of the Rental Package shall be considered an additional fee payable in accordance with the terms and conditions herein, the costs of which ("Payment", "additional fees", "invoices") are to be borne solely by the Renter. The Renter understands and agrees, the cost of shipping and handling of the Rental Package and the subsequent cost of insuring of the Rental Package during shipping is not included in the price of the Rental Package unless explicitly stated on the invoice as being included as part of a packaged price for the Rental Package. From time to time, and as a courtesy, the Rental Company shall contract, arrange and pay an outside contracted transportation provider for the shipping and handling of the Rental Package on behalf of the Renter. The Renter understands and acknowledges that this outside transportation vendor is not affiliated with the Rental Company and that the transportation equipment contracted is not owned by the Rental Company. As such, the Rental Company has no control over the transportation equipment or services other than providing the courtesy of contracting said services on behalf of the Renter, nor shall the Rental Company be the Renter an invoice, to be invoiced directly from the Rental Company - not the transportation provider, for shipping and handling services procured on behalf of the Renter. The Renter understands and hereby agrees to directly pay the Rental Company ("Payment", "additional fees", "invoices") for the invoiced fees or costs including but not limited to, shipping, transportation, handling, detention time and/or damages caused by the Renter and/or the Renter's contractors, the Renter's volunteers, the Renter's assigns or the Renter's employees, to the Rental Package or transportation equipment, during the loading and or unloading process or while the Rental Package is transit. The Renter understands and acknowledges that any initial estimate or estimated costs for shipping, whether provided verbally or in writing, which are provided to the Renter more than three (3) weeks before the actual loading or unloading of the Rental Package onto contracted transportation equipment, for inbound or outbound shipments, shall be non-binding and may be subject to price fluctuations for reasons including but not limited to, fuel price changes, capacity changes, truck availability, weather, acts of god, breakdowns or any other factor which may raise or lower the price of the shipping and transportation from the initial estimate. Furthermore, the Renter understands that the Rental Company may have confidential and proprietary communications with the Rental Company's transportation vendors in order to arrange and procure shipment services of the Rental Package on behalf of the Renter. Except for a shipping cost and an invoice from the Rental Company and to be billed directly by the Rental Company and sent to the Renter, no copies of invoices, checks, payments, communications or other disclosures of any nature or type will be provided to the Renter as they relate to the communications, contracts or pricing agreements between the Rental Company and the Rental Company's vendors. These communications shall remain private and shall be considered trade secrets. These trade secrets shall, in all instances, remain private and shall not be released to the Renter, in whole or in part, in any circumstances regardless of whether the Renter believes it has a claim against the Rental Company or not. Payment for the trucking MUST be received and clear the Rental Company's bank prior to any load being moved on behalf of the renter. Payment options include wire transfer, bank check or business check if received more than 7 days prior to the actual date of the shipment. For any money not received more than seven days in advance of the shipment, a wire transfer is the only option. This too must be received prior to the truck being dispatched.

The Rental Company will from time to time allow the Renter the option of arranging the shipping and handling of the Rental Package on their own, in which case the Rental Company shall have no shipping related liability or responsibilities beyond ensuring that the Rental Package is made available to the Renter at the previously agreed upon time and day. In the instance the Renter arranges their own transportation, the Renter shall be billed an "additional fee" for the loading and/or the unloading of the transportation equipment at the facilities of the Rental Company. This fee shall cover the costs of hiring labor to load and/or unload the Rental Package from the Renter's provided transportation equipment. Prior to the arrival of the transportation equipment contracted directly by the Renter, the Renter must schedule an appointment with the Rental Company for a time and date which is to be approved by both parties in writing. No unscheduled shipments or deliveries will be allowed. Additionally, the transportation equipment provided and/or contracted by the Renter must arrive within 1 (one) hour of the scheduled and agreed upon time. In the event the Renter's contracted transportation equipment is late, detention time equal to $50 (fifty) per hour, per scheduled crew member shall apply and shall be directly payable to the Rental Company in consideration of the Rental Company scheduling labor to load and/or unload the Renter's provided transportation equipment. If the Renter's provided transportation equipment is more than 4 (four) hours late or requires rescheduling an appointment for another time or day, a minimum detention fee equal to
$50 (fifty) dollars, per crew member – for a four hour minimum per person – shall apply. In any and all instances where the Renter's provided transportation equipment (a.) is more than 4 hours late, (b.) does not arrive on the day scheduled (c.) the equipment does not meet the requirements of the Rental Company as conveyed to the renter in writing or (d.) refuses to accept the load in any way, the Rental Company shall have the exclusive option to postpone or indefinitely refuse the loading and/or unloading of the transportation equipment to accommodate the schedules of the crew and/or Rental Company. Under no circumstance shall the Rental Company be liable to the Renter nor their transportation company, its employees nor contractors for any damages, fees, charges or any other amounts as a result of the postponement, rescheduling cancellation or outright refusal of the loading and/or unloading of the Renter's provided transportation equipment, even if the Rental Company has been advised of the possibility of any such damages, fees, charges or other amounts.

Irrespective of who arranges and contracts transportation, from time to time the Rental Company shall have the exclusive option to ship the Rental Package to the Renter directly from another location that is not a facility of the Rental Company or to send the Rental Package to another location that is not the facility of the Rental Company. This type of shipping shall henceforth be referred to as forwarding. Regardless of which party contracts transportation for the Rental Package, the Rental Company shall assume no liability or risk for any aspect of the transportation of the Rental Package including but not limited to: damage during transit, price fluctuations, delays or stoppages preventing Rental Package from arriving as scheduled, transportation equipment failures or breakdowns or unfulfilled or modified duties or services of the transportation company.

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**16. LOCATION.** The Rental Package is to be shipped to and returned from the performance location of the Renter ("Client and Production Information"). During the return or forwarding of the Rental Package from the performance location of the Renter, the Renter hereby acknowledges, understands and agrees that the Renter is fully and completely responsible for any and all damages or loss to the Rental Package regardless of if the damages or loss occurs during the loading of the Rental Package or during the actual return or forwarding transportation of the Rental Package due to including but not limited to, load-shifts, loading damage, crush damage or any other cause named or unnamed, intentional or unintentional.

Notwithstanding the forgoing, the Renter shall not be liable to the Rental Company for loss or damage to the Rental Package in instances where the trailer of the truck is damaged which for the purposes of this contract are limited to a collision, truck fire, or theft of the truck and trailer. The Renter shall remain liable for instances where the loading of the Rental Package causes damage to the trailer and/ or the Rental Package.

**17. RETURN**. Irrespective of which party arranges the return transportation, the Renter shall make the Rental Package available for pick up or forwarding ("forwarded"), and shall load -using their labor- the Rental Package onto the transportation equipment on the projected pick-up date ("Client and Production Information") unless other arrangements have been agreed to by both parties in writing. Irrespective of any claim the Renter may believe they have against the Rental Company, should the Rental Package not be made available for pick-up or forwarding, and loaded onto the transportation equipment, at the time and date set forth by the Rental Company in this agreement and listed on the attached invoice ("Client and Production Information"), then the Renter agrees to pay a daily Penalty Rate until the Rental Package has been made available for pick-up or forwarding and has been loaded onto the transportation equipment by the Renter. The Penalty Rate shall be $2000 (Two Thousand dollars) per day plus any monies, damages, charges or fees that the Rental Company refunds or provides to other clientele of the Rental Company or the are charged and/or withheld from the Rental Company's other clientele.

The acceptance of the return of the Rental Package to the Rental Company upon the completion of the rental term is not a waiver by the Rental Company of any claims that it may have against the Renter. The Rental Company reserves the right to take up to 30 (thirty) days upon the return of the Rental Package to make a full and complete determination of the condition of the Rental Package. If any piece of the Rental Package received by the Rental Company is determined to be in damaged, destroyed or non-working condition, a loss or damage invoice will be issued to the Renter. Payment of this invoice shall be due as dated on the invoice.

The Rental Package will be deemed to have been returned and the responsibilities of the Renter, as detailed within this rental agreement, fulfilled once both of the following conditions have been met in full: 1) the Rental Package has been returned to the Rental Company facility and received by the Rental Company during normal business hours, or forwarded at the direction of the Rental Company and 2) the Rental Package has been determined to be in good working order after inspection by the Rental Company and to the satisfaction of same ("Inspection").

**18. WEAR AND TEAR.** Except as provided by law, the package is rented to the Renter without any other warranty or guarantee of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing. The Renter hereby acknowledges, understands and agrees that the Rental Package may not be in perfect visual condition. Flaws may exist including but not limited to: blemishes, marks, scrapes, chips, loose accents, dents or scrapes. These types of flaws shall be considered normal wear and tear. Under no circumstances shall the Renter have any claim against the Rental Company for standard wear and tear or any other types of damages regardless of cause and no deductions, discounts or diminution shall be owed, charged or withheld from the total amount(s) owed under this agreement. The Renter shall be solely responsible for the repair of standard wear and tear found or caused during their rental term. The Rental Company may not bill the Renter for these types of flaws upon the conclusion of the rental term. From time to time, damage or loss to the Rental Package can happen in transit while en route to the Renter. If any such damage is discovered that exceeds normal wear and tear, as defined solely by the Rental Company, then the Rental Company shall make arrangements to have that damage repaired at its cost. The Renter shall have 24 (twenty-four)hours from actual delivery of the Rental Package to notify the Rental Company of any damage or loss. This notification must be made in writing and pictures of the damage or loss must accompany the written notification within the 24
(twenty-four)hours. Failure to provide notification and pictures within 24 (twenty-four) hours may result in the damages or missing portions of the Rental Package being billed to the Renter since it will no longer be possible to trace the source of the damage or loss to a particular rental.

**19. INSPECTION.** From the actual date of pick-up of the Rental Package by the Rental Company or upon receipt of a forwarded Rental Package, the Rental Company or its agents/ assigns shall have 30 (thirty) business days to inspect the Rental Package for damage or loss. In the event any damage is found or any or all of the Rental Package is lost, at its sole discretion, the Rental Company shall have the option to either bill the Renter to repair or replace the damage or lost portions of the Rental Package. Damage, purposeful or not, is defined to include but not be limited to, negligence, dropping, crush damage, items ripped apart, damage from tipping, moisture damage, any type of abuse, or any other alteration, addition to or subtraction of any or all of the set pieces that are not in the original condition. Loss is defined as any or all portions of the Rental Package not returned to the Rental Company or forwarded.

**20. DAMAGES/LOSS POLICY. I**n the event of any damage, loss or non-return for any reason of any or all of the Rental Package that is discovered by the Rental Company through the inspection of the Rental Package, the Renter understands, acknowledges and agrees they shall be held exclusively responsible for the full repair and/or replacement costs to repair or replace any and/or all items. These repair and/or replacement costs are plus applicable taxes, reasonable rush fees if applicable and are without deduction for deprecation, age or wear. The Renter understands that many of these items are custom creations and may not have an applicable and comparable market value. Renter agrees to not contest, and pay the amount assessed by the Rental Company. In the event that any portions or of the Rental Package are left behind, forgotten or for any other reason are not forwarded, or return shipped back to the Rental Company ("forgotten item(s)") at the time of the initial return or forwarding ("Client and Production Information"), then at the sole discretion of the Rental Company, the Renter agrees to either 1.) return ship or forward the left behind pieces at the Renter's cost or 2.) pay the Rental Company an amount equal to the cost to rush replace the forgotten item(s) plus an administrative fee of 50%. The rush cost to replace the forgotten item(s) may include but shall not be limited to: cost of materials, cost of labor, shipping and delivery costs, loss of rents, and refunds owed to a future client.

**21. RIGHT OF ENTRY AND INSPECTION.** The Rental Company and/or its agents shall have the right to inspect the Rental Package at any time during the rental term. The Renter shall make any and all arrangements necessary to permit a qualified employee of the Rental Company and/or its agents access to the location of the package.

**22. AGREEMENT DEFAULT AND BREACH DEFINITIONS.** The Rental Company may declare this agreement in default if: (i) Renter breaches its obligation to pay rent or any other sum owing to the Rental Company (under this agreement or otherwise) when due and fails to cure the breach within five (5) business days of written notification of past due balance(s) (ii) Renter breaches any of its insurance obligations under section ("Insurance Certificates");(iii) Renter assigns any of its interests in the agreement without the prior written consent of the Rental Company; (iv) Renter breaches any of its other obligations under this agreement and fails to cure that breach within five business (5) days after written notice from the Rental Company; (v) Any representation or warranty made by Renter in connection with this agreement shall be incorrect, false, or misleading in any material respect. (vi) Renter hereunder becomes insolvent or ceases to do business as a going concern. (vii) A petition is filed by or against the Renter under any bankruptcy or insolvency laws (in which event it shall be an immediate event of default) and in the event of an involuntary petition, the petition is not dismissed within fifteen (15) days of the filing date, (viii) any material change occurs in the ownership or financial condition of the Renter or (ix) the Renter fails to return the package by the stipulated date and in the manner directed by the Rental Company ("Return", "Cost of Shipping")("Client and production information").

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**23. AGREEMENT DEFAULT AND BREACH REMIDIES.** Upon the occurrence of an event of default hereunder, the Rental Company shall have the exclusive option to:(i) declare the aggregate rental or additional fees payable immediately due and payable as referenced herein (ii) declare all other amount(s) due the Rental Company hereunder immediately due and payable. (iii) take possession of the Rental Package or any of its component parts and remove same from its existing location without notice or consent of the Renter, regardless of whether the Renter has performances ongoing or not. All costs of such removal, including but not limited to airfare, technicians time, hotels, market rate per-diem, vehicular rentals and return shipping to the facilities of the Rental Company will be at the sole cost of the Renter. (iv) take legal action against the Renter so as to recover any property owned or managed by the Rental Company and/or recover any damages caused directly by the action or inaction of the Renter. The Renter acknowledges, agrees and understands in all cases of legal action, the Renter shall bear all costs of the recovery of any and all monies owed to the Rental Company plus additional costs including but not limited to, legal costs, court fees and interest.

**24. DELAYS IN PROVIDING REQUIRED INFORMATION.** Failure to provide any payment or documentation in the manner as stipulated herein ("Stagecraft Theatrical, LLC rental agreement") will result in the shipping of the Rental Package being delayed until such a time as the conditions herein ("Stagecraft Theatrical, LLC rental agreement") have been met to the satisfaction of the Rental Company. In any instances where the shipping of the Rental Package is delayed due to failure to receive properly cleared funds or appropriate documentation ("Stagecraft Theatrical, LLC rental agreement"), the Renter acknowledges, understands and agrees that the Rental Company will provide no reimbursements, deductions or any other type of financial (or otherwise) considerations by Rental Company. Furthermore, in cases of non-receipt of payment or documentation the Renter agrees to hold harmless and indemnify the Rental Company in accordance with this rental agreement ("Indemnification").

**25. COST OF ENFORCEMENT.** The Renter shall solely bear any cost incurred in the enforcement of this rental agreement.

**26. RENTER'S ACTIONS.** In the event the Renter believes it has any claim against the Rental Company arising out of or relating to this rental agreement, the Renter shall notify the Rental Company of any such claim in writing, via certified or registered mail, within 10 (ten) days from the date the Renter knows, or has reason to know, of any such claim ("Notification Period"). All such claims against the Rental Company shall be submitted to arbitration by initiating the arbitration not later than one

(1) year after occurrence of the act or omission giving rise to the claim. Any failure to notify the Rental Company of the claim within the Notification Period, or failure to initiate arbitration proceedings within one (1) year after occurrence of the act or omission giving rise to the claim, shall relieve the Rental Company of any liability or obligation with respect to the claim and shall constitute an absolute bar to the initiation of any proceedings (including without limitation legal, equitable, or arbitral proceedings pursuant to this section) based on such act or omission.

**27. ARBITRATION**. Any controversy or claim arising out of or relating to this rental agreement (including whether a particular dispute is arbitrable hereunder) shall be resolved by submission to binding arbitration. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate to all parties, such notice to include a description of the dispute, the amount involved, and the remedy sought. Each party irrevocably agrees that service of process, notices or other communications relating to the arbitration procedure shall be deemed served and accepted by the other if given in accordance with the provisions of this rental agreement. Any arbitration hearing shall be held in the county in which the aggrieved party believes they have a claim, before a single neutral arbitrator. In the event of failure to agree upon a single arbitrator, one arbitrator shall be selected by each party, and the two arbitrators shall appoint a third arbitrator. The decision of the majority of the three (3) arbitrators on all such matters shall be final and conclusive. Any award rendered in the arbitration shall be final, non-appealable, and binding upon the Renter, and judgment may be entered thereon in any court of competent jurisdiction. Any award rendered shall be limited to actual damages sustained by the party in whose favor judgment is rendered, and no consequential, punitive, exemplary, special or multiplied damages, nor any award of attorney's fees or out of pocket legal costs or expenses, shall be awarded. The award of the arbitrator shall be in writing stating the reasons for the arbitrator's ruling, with one counterpart delivered to each party. An arbitrator may not award relief in excess of or inconsistent with the provisions of this rental agreement, order consolidation or arbitration on a class-wide basis, or award punitive, incidental, or consequential damages.
The Renter shall bear the fees of the arbitrator(s). WHETHER DISPUTES BETWEEN THE RENTAL COMPANY AND THE RENTER ARE RESOLVED BY ARBITRATION OR SOME OTHER PROCEEDING, THE RENTER HEREBY WAIVES (1) ANY RIGHT TO A TRIAL, (2) ANY CLAIMS TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND (3) ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.

Notwithstanding the foregoing, and in the sole discretion of the Rental Company, the Rental Company shall have the exclusive right to institute legal or equitable proceedings to assert claims by the Rental Company for amounts owed by the Renter to the Rental Company in connection with the Renter's rental of the Rental Package, to enforce the Rental Company's security interest therein, or to reclaim property owned by the Rental Company through attachment, or similar proceeding. The Rental Company's institution and prosecution of legal or equitable proceedings under this paragraph are not and shall not be deemed to be a waiver of the parties' agreement to arbitrate any claim not specifically addressed by this paragraph. Any claim asserted in such an action not specifically addressed by this paragraph shall be stayed or dismissed pending arbitration pursuant to the provisions of this paragraph.

**28. INDEMNICATION**. The Renter and/or its agents agree to indemnify the Rental Company agents and to hold the Rental Company and its employees, private contractors, owners, agents and all others associated with the Rental Company harmless against any and all losses, damages, claims, costs, suits, demand or liability of any kind or nature whatsoever, including legal expenses arising from the use, or operation of the package, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental. Under no circumstance shall the Rental Company be liable for any consequential, indirect or incidental damages, including but not limited to lost revenues or profits or loss of goodwill, based on any claim by the Renter arising under this agreement, even if the Rental Company has been advised of the possibility of such damage.

**29. RENTAL COMPANY RIGHTS.** THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY NON-PERFORMANCE OF THE RENTER.

**30.** ENTIRE AGREEMENT. This rental agreement shall constitute the complete and exclusive agreement between the parties respecting the subject matter hereof and shall supersede all prior agreements, proposals, understandings, representations and communications between the parties relating hereto. This Agreement may be amended only by subsequent writing that specifically refers to this Agreement and that is signed by both parties. Delay or failure by any party in exercising any right provided by this Agreement shall not be construed as a future waiver or intention to waive the same or any other right hereunder. If any provisions of this Agreement or associated addendums shall be unlawful or otherwise unenforceable, such provisions shall be severed and, the remainder of this Agreement shall continue in full force and effect. The undersigned agrees to all terms and conditions of this agreement set forth within and agrees to pay the assessed charges as determined by this rental agreement. Additionally, the undersigned agrees that all charges, representations and information are accurate.

**31. ADDENDUMS**. From time to time, addendums may be added to this contract when agreed to by both parties in writing. The terms and conditions of each addendum are integral to this contract but shall not supersede any provision herein. In the event of conflicting terms, this agreement shall prevail in all circumstances ("Stagecraft Theatrical, LLC Rental Agreement")

**32. AUTHORIZED SIGNATORY.** The individual executing the rental agreement warrants that he/she has full authority to sign the rental agreement and obligate the legal entity (Renter) as defined herein.

**33. TITLES, NUMBERS & HEADINGS.** Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

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**34. VALIDITY OF LEASE**. The terms, conditions and covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision contained herein shall be adjudged to be invalidated or unenforceable by a court of competent jurisdiction or by operation of any applicable law in said jurisdiction, it shall not affect the validity or enforceability of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**35. NON-WAIVER BY RENTAL COMPANY.** The various rights, remedies, options and elections of the Rental Company, expressed herein, are cumulative. The failure of the Rental Company to enforce strict performance by the Renter of the conditions and covenants of this Agreement or to exercise any election of option, or to resort or have recourse to any remedy herein conferred or the acceptance by the Rental Company of any installment or rent after any breach by the Renter, in any one of more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Rental Company of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

**36. ELECTRONIC SIGNATURES.** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned or photographed version transmitted (e.g., via pdf) via text, electronic mail, scan or by any other electronic medium of this Agreement containing an original signature. All means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, its addendums or such other ancillary agreement for all purposes.

**37. CONFIRMATION.** By signing below, the Renter confirms that they have checked each and every date contained in this rental agreement and have checked all other information contained herein and certify it is accurate and correct. Furthermore, the Renter understands and agrees that the Rental Company will hold, reserve and make available the rental only for the dates listed herein and as per the terms and conditions of this Agreement. In the event of a change of dates or venue, the Renter understands that the Rental Company will do everything in its power to accommodate the new, changed or altered dates and/or venue but that in certain instances, including but not limited to, overlapping dates with another rental, travel time issues, loading and or unloading issues, availability of crew at the Rental Company's warehouse or any other location, availability of a designated crew and/or location, etc, the Rental Company may not be able to accommodate any changes. In the event that the Rental Company is not able to accommodate any changes, the cancellation policies herein shall be in full force and effect (CANCELLATION).

**38. SECUTIRY DEPOSIT .** The Renter shall be required to send a refundable security deposit equal to 15% (fifteen percent) of the Rental Agreement total amount or $1500 (one thousand Five Hundred) dollars, whichever sum is greater. This refundable security deposit must be received no later than 2 weeks before the Projected Delivery Date. The scenery (rental package) will not ship without the payment of the security deposit.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representative as set forth below:

| | |
|---|---|
| _____ | _____ |
| Renter’s Signature | Rental Company Representative |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Date |
| _____ | |
| Organization | |
| _____ | |
| Date | |

# STAGECRAFT THEATRICAL

## TRUCKING DISCLAIMER

Every rental requires shipping (unless you are picking it up which is always an option too). Shipping is a necessary and confusing process that we here at Stagecraft Theatrical would like to make simpler by explaining a few things about it.

- You can arrange your own shipping, or as a courtesy, we are happy to do it for you*. If you have a shipping company that wants to donate the services to you great! All they need to do is pick up at our location. If you prefer to handle this yourself, just as great. But, if you don't know where to start, we can help. We can point you in the right direction or we can handle the whole thing for you. That way the rental just shows up. It is entirely your choice. Neither way is better than the other. Most of this disclaimer is for renters who would like us to set up their shipping for them. If you are doing this yourself, please skip to the bottom.

**How will your rental arrive?**

  - Sets - sets are shipped in full 53' long tractor trailers just like the ones you see delivering to Walmart. This truck delivers the set and then leaves. Nothing is left onsite although you will have set carts left over (wheeled carts the sets travel on inside the truck). A dock is very helpful. If you don't have a dock let us know. **MOST TRUCKS DON'T CARRY RAMPS.** Trucks deliver in the AM and pick up in the PM. Delivery time windows are available but not guaranteed.
  - Costumes - costumes come in boxes on pallets via a service called LTL. Deliveries are in the PM and pick-ups are in the AM. Just like UPS or Fed Ex, we cant guarantee a delivery time. Also, like UPS or Fed Ex shipments are not guaranteed but most arrive on the day they are scheduled.
  - Drops – drops are shipped via Fed Ex in a box. This box will need to be saved for return shipping. A pre-paid return label is also included.

- For Sets and LTL shipments Stagecraft Theatrical offers 2 levels of service. Economy and Premium. As you can likely guess there is a price difference between the two services. Here are the differences:

**Economy Pros**

- ✓ Budget Friendly
- ✓ Most renters use this option
- ✓ 2 hours to load/ unload
- ✓ Best for normal business hours

**Premium Pros**

- ✓ Trucks usually arrive in a one hour window
- ✓ Most haul Broadway shows and understand the market
- ✓ Best for weekends, late nights

**Economy Cons**

- ✓ NOT guaranteed
- ✓ Trucks arrive in a Two hour- wide window **but aren't guaranteed**
- ✓ No ramps or lifts

**Premium Cons**

- ✓ Can be expensive
- ✓ Most clients don't require such dedicated service
- ✓ No ramps or lifts

Pick-ups or Deliveries outside of Monday through Friday between the hours 8am to 5pm require a separate written authorization form not included here.

Trucking and shipping costs are NOT included in the price of the rental or on the invoice in this packet, unless otherwise specified on the invoice at the start of the Rental Agreement.

Should Renter want to arrange their own trucking, there will be a $800 load fee and a separate $800 unloading fee for the labor needed to load and unload the set. Alternatively, Renter may provide their own labor for which there shall be no additional loading/ unloading charges. Renter also agrees and understands a separate and additional "Renter Provided Trucking Agreement" shall be required and its terms and conditions shall become an integral part of this entire Rental Agreement.

Any changes to time, pick up date or location MUST be in writing and approved by the rental company NO LESS than 4 business days before the scheduled pick up/drop off date. Failure to provide required notice may result in additional charges and/or the inability to change location/times/days based on truck availability.

This disclaimer is intended to provide you with a basic understanding of how the trucking and shipping of our rental products works and what your options are. This disclaimer does not supersede or replace any terms or conditions of the Rental Agreement. Since it is very important to read, please initial below simply stating that you have read this disclaimer. By doing so you are NOT signing up for anything or choosing any options. It is just so we know you saw this page. Thank you again for renting with Stagecraft Theatrical.

_____ Initialed

*Stagecraft does NOT operate or own our own trucks so regardless of which option you choose, trucking services are provided by a 3rd party vendor.

TOSHIBA BUSINESS SOLUTIONS

# AIMS MAINTENANCE CONTRACT

# MA-4.0.0

| SALES PACKET NUMBER | EFFECTIVE DATE |
|---|---|
| | |

Sales Representative: Kathryn Burghardt

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

## CUSTOMER INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| Customer Name: | Town of Manlius | | | | |
| Address: | 301 Brooklea Drive | Phone #: | 315-637-3414 Ext. | Fax #: | |
| Address 2: | | Contact: | Kay Blythe | Customer PO #: | |
| City: | Fayetteville State: NY Zip: 13066 | email: | kblythe@townofmanlius.org | | |

## INVOICE / METER COLLECTION INFORMATION

| | | | |
|---|---|---|---|
| Meter Collection: FM Audit | Electronic Invoicing: | Invoice Location: | Term: 36 Months |

**SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS**

## TRANSACTION TERMS (Consolidated Minimums Per Pool)

| Pool Description | Type | Includes | Units | Minimum Payment | Payment Frequency | Excess Per Unit Charge | Excess Billing Frequency |
|---|---|---|---|---|---|---|---|
| Pool 1- Black and White LaserJets (networked) | Black | 5,060 | Prints | 116.38 | Monthly | 0.023 | Quarterly |
| Pool 2- Color LaserJets (Networked) | Color | 695 | Prints | 104.25 | Monthly | 0.15 | Quarterly |
| | | | | | | | |
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| | | | | | | | |
| | | | **Total Minimum Payment** | $ 220.63 | | | |

## DECLINATION

☐ Customer is declining maintenance on the equipment listed on the attached agreement.

| | | |
|---|---|---|
| Printed Name: | | Signature: |
| Title: | Date: | |

## ACCEPTANCE

**THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.**

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Privacy Notice: By your signature below, you hereby consent to allow TABS to remotely retrieve usage information for billing purposes. The information retrieved may be shared with third parties for processing purposes and shall be limited to the number of copies and scans made by model and serial number, and the location of the device.

| | | | |
|---|---|---|---|
| Customer: Town of Manlius | | **Toshiba Business Solutions** | |
| Printed Name: | | Printed Name: Kathryn Burghardt | |
| Signature: | | Signature: | |
| Title: | Date: | Title: | Date: |

## TERMS AND CONDITIONS (CONTINUED)

**1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

**2. Term.** This Contract will remain in force for 36 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

**3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

**4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

**5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of $25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

**6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.

**7. CONSUMABLE SUPPLIES**. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. Unless otherwise noted, OEM toner will be used.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

**8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

**9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

**10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

**11. MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.

**12. EXCLUSIONS.** Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

_____;

(b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

13. CUSTOMER OWNED EQUIPMENT. (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.

14. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXECPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

15. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

You hereby consent to receive electronic marketing communication on Toshiba products and services.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

**Excerpt from:**

To: Jamie Kowalczk

From: Andy Obernesser

Date: September 27, 2018 (revised October 4, 2018)

Poolsbrook Picnic Area offers an opportunity for ADA-compliant waterfront access within minimal regrading. This site features a substantial shoreline area that is long enough to feature two potential launch areas of varying complexity/character. To the east, there is an opportunity to fortify a degraded and eroded shoreline with a structural feature (e.g., breakwall) that would offer a more stable and formalized bank fishing and/or low-cost canoe/kayak launch access. To the west, tucked behind an exiting stand of mature (but vulnerable) trees, there is an attractive site for a floating dock system that would take advantage of a large and wide section of the canal. A crushed stone path would help define an informal path that has been worn between the parking area and the bank over time; the path could be aligned to avoid ADA triggers such as the 5% slope. Improvements on the western side of the site would require selective vegetation management or removal on behalf of the OEC SHP to manage risks associated with existing split trunks, hanging trees, etc. Preliminary Cost Estimate: Approximately $21,200 for dock, concrete and earthwork, signage, crushed stone path, and other exterior improvements. Approximately $29,500 for all of these improvements plus a concrete shoreline breakwall.

# AMENDMENT NUMBER 1
# ("Amendment")
TO THE
# AGREEMENT DATED FEBRUARY 24, 2021
# ("Agreement")
BETWEEN
# TOWN OF MANLIUS ("Owner")
AND
# BARTON & LOGUIDICE, D.P.C. ("Engineer")
FOR
# PROFESSIONAL SERVICES FOR TOWN OF MANLIUS COMPREHENSIVE PLAN ("Project")

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

## 1. Change in Scope of Services to be Performed

A. The scope of services to be performed by Engineer is hereby modified as described in Attachment One.

## 2. Change in Compensation for Services

A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Thirty Thousand One Hundred Dollars ($30,100), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.

B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

## 3. Total Agreement

A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

| | | | |
|---|---|---|---|
| OWNER: | Town of Manlius | ENGINEER: | Barton & Loguidice, D.P.C. |
| By: | | By: | |
| | John Deer | | Kenneth M. Knutsen |
| Title: | Supervisor | Title: | Senior Vice President |
| Date Signed: | | Date Signed: | March 2, 2022 |

**NOTE: Address for Giving Notices:**
**Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088**

# Attachment One - Scope of Services for Amendment Number 1
# Town of Manlius Comprehensive Plan

447.027.001
2/25/22
KFE/KMK

# Scope of Services for Amendment Number 1
# Town of Manlius Comprehensive Plan

## Background and Understanding

The Town of Manlius plans to work with the Central New York Regional Planning and Development Board (CNYRDPB) and Barton & Loguidice, D.P.C. (B&L) to draft a municipal operations and community-wide Climate Action Plan (CAP). The CNYRPDB has provided the Town with both a municipal operations and community greenhouse gas inventory report, and will use these as the baseline for the Climate Action Plan. In addition, the Town of Manlius plans to work with B&L to finish drafting a comprehensive plan with sustainability elements as a result of its recently awarded *2021 Climate Smart Communities Grant*, secured under the 2021 CFA.

The Town retained B&L in February 2021 to assist with preparing the Town's first Comprehensive Plan. Year one of the comprehensive planning process has been completed, during which time B&L provided additional technical assistance to the Town and CNYRDPB for preparation of the 2021 CSC grant application. The CSC grant, awarded in the amount of $44,500, will, in part, provide additional funds to help pay for year two of the comprehensive planning process, and allow B&L to supplement the original Scope of Service to include additional CSC-focused elements. These will generally include performing a detailed code assessment to help inform future zoning updates, and integrating important elements and strategies from the Climate Action Plan (being prepared by the CNYRPDB, also partially funded by this Grant)) into the Comprehensive Plan.

The Town does not currently have a Comprehensive Plan or Climate Action Plan - the ultimate goal is to have a complete municipal operations and community-wide Climate Action Plan and a Comprehensive Plan with sustainability elements for the Town to have as a baseline for future planning and implementation projects. The Town will also be able to use these plans to collect CSC Certification points.

## Supplemental Scope of Services

The following tasks will be completed by B&L as supplemental services to the original agreement for the Town's Comprehensive Plan:

*1)* Prepare a potential build-out analysis that assesses the appropriateness and impacts of potential undeveloped or underutilized land within the Town, not including the Villages, that could be converted to residential, commercial, and/or industrial uses permitted under existing land use regulations in the Town of Manlius.

*2)* Complete a Town Zoning Code assessment that outlines the specific regulatory changes necessary to implement the recommendations of the Community Development Strategy and Climate Action Plan (CAP to be prepared by CNYRPDB). These changes may be implemented by the Town as a series of code updates or as part of a comprehensive zoning revision after the Comprehensive Plan is adopted.

*3)* Finalize the Comprehensive Plan document that seamlessly integrates key components of the Climate Action Plan into its recommendations, supporting a unified sustainable vision for the Town and ensuring consistency, efficiency, and effectiveness in future implementation efforts.

## TIMELINE FOR SUPPLEMENTAL SCOPE OF SERVICES

The following is a summary of original Scope of Service Tasks completed to date or that are underway, and those that remain to be completed, including the supplemental tasks outlined above. *Italicized tasks below are the Supplemental Scope of Services that are being included in this Amendment No. 1 to the original Agreement.*

| TASK | START | COMPLETION |
|---|---|---|
| 1) Public Information Strategy | March 2021 | May 2022 |
| 2) Public Outreach/Engagement/Focus Groups | April 2021 | May – June 2022 |
| *3) Climate Smart Grant Technical Assistance* | *June 2021* | *July 2021* |
| 4) Community Profile Preparation | April 2021 | April 2022 |
| 5) Community Development Framework (Vision, Goals, and Action Strategies) | February 2022 | June 2022 |
| *6) Zoning Code Assessment and Findings* | *March 2022* | *May 2022* |
| *7) Build-out Analysis and Findings* | *May 2022* | *June 2022* |
| 8) Coordination with Village/County/CNYRPDB Planning initiatives | April 2022 | June 2022 |
| *9) Community Development Strategy (Integrating CAP Recommendations)* | *June 2022* | *July 2022* |
| 10) Implementation Plan | July 2022 | August 2022 |
| 11) Draft Comprehensive Plan Document | August 2022 | October 2022 |
| 12) Public Open House/Comment Period | November 2022 | December 2022 |
| 13) Final Comprehensive Plan and Adoption | December 2022 | January 2023 |

## FEE FOR SUPPLEMENTAL SCOPE OF SERVICES

| TASK | BUDGET |
|---|---|
| *3) Climate Smart Grant Technical Assistance (work already completed by B&L)* | *$ 2,100.00* |
| *6) Zoning Code Assessment and Findings* | *$ 7,000.00* |
| *7) Build-out Analysis and Findings* | *$ 8,500.00* |
| *9) Community Development Strategy (integrating CAP Recommendations)* | *$12,500.00* |
| **TOTAL LUMP SUM FEE FOR AMENDMENT NO. 1** | **$30,100.00** |

Payment terms and conditions for the supplemental Scope of Services will be in accordance with the Original Agreement.

MINUTES
TOWN BOARD
February 23, 2022

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 Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here: https://youtu.be/Ih9BYpkhLFE

Supervisor John Deer presided, and the following Board members present:

Sara Bollinger, Councilor
Elaine Denton, Councilor
Heather Waters, Councilor
Alissa Italiano, Councilor
William Nicholson, Councilor

Absent: Katelyn M. Kriesel, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Mike Crowell, Police Chief (Virtual)
Ann Oot, Town Manager
Allison A. Weber, Town Clerk
Rob Cushing, Highway Superintendent (Virtual)
Kayandra Blythe, Deputy Town Manager

**1. Attendees**

In-Person Meeting Attendees: Barbara Henry, Fayetteville. Susan Goldner, Fayetteville. Abby & David Neuman, DeWitt. Ann Smith, Manlius. Pete Fietta, Cazenovia. Joseph Silino, East Syracuse. Dave Taylor, East Syracuse. Charlie & Sharon Chapman, East Syracuse. Mike Friend, Manlius. Rob Richardson, Manlius.

Virtual Meeting Attendees: Joe Durand, John Racciatti, Warren Linhart, Chris Carrick, Melissa Clark, Christina Josephine, Larry/Dinah Raful, Brian Stanley.

**2. The Pledge of Allegiance**

Supervisor Deer, called the meeting to order at 6:30 PM. Councilor Italiano led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

**3. 6:30 PM Open Podium**

Ann Smith, Manlius Senior Centre, requested that the Town Board consider adding the Manlius Senior Centre to the 2023 Budget.

Dave Taylor, East Syracuse, spoke in opposition of the installation of the solar panels in the Town Landfill on Bowman Road.

Charlie Chapman, East Syracuse, spoke in opposition of the installation of the solar panels on the town landfill on Bowman Rd. Mr. Chapman stated that the Town should not change the law to allow the installation of the solar arrays on town land without special permit or site plan.

**4. 6:43 PM Public Hearing – Zone Change, N. Burdick St. (Tax Map #s 086.-02-02.1, 086.-02-03.0, 086.-02-04.1, 086.-02-05.1, 086.-02-05.3, 086.-02-06.1) from Residential 1 (R1),**

**Restricted Agricultural (RA) and Neighborhood Shopping (NS) to Restricted Agricultural (RA) and Commercial A (CA)**

Councilor Denton made a motion, seconded by Councilor Waters, to close the public hearing at 6:44 pm in the matter of the proposed local law for a change of Zone from Residential 1 (R1), Restricted Agricultural (RA) and Neighborhood Shopping (NS) to Restricted Agricultural (RA) and Commercial A (CA) for the property located on N. Burdick St., Fayetteville NY.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Italiano asked that the applicant sign their official response letter regarding Councilor Bollinger's request that the applicant amend their zone change request so that any land in the floodplain would be zoned RA. Councilor Italiano asked that the letter be officially entered into the record. The Applicant signed and submitted the letter to the Town Clerk.

The Applicant stated that there can be no development in the floodplain and changing the zone would not affect that. Further discussion ensued.

Councilor Bollinger stated that construction can be permitted in a floodplain if mitigation measures are included in the design. She stated that the town needs to be forward looking in the approach to water management and the water is only going to be getting worse in the future. Councilor Bollinger stated that she wants to ensure that the floodplain will only be zoned RA.

The Town Board discussed the site plan review process. The Town Board discussed the possibility that in the future the Town Board may make it clear that there will be no development in areas with drainage issues.

The Town Board discussed the zoning philosophy that single parcels should not be partially zoned.

The Town Board discussed the zoning classifications in relation to the parcel lines. The Town Board stated that it would like zoning classifications to be congruent with parcel lines and would like parcels to be subdivided such that one parcel would only have one zoning classification.

Councilor Waters made a motion, seconded by Councilor Italiano, adopt local law 2022-1 to approve the change of Zone from Residential 1 (R1), Restricted Agricultural (RA) and Neighborhood Shopping (NS) to Restricted Agricultural (RA) and Commercial A (CA) for the property located on N. Burdick St., Fayetteville NY (Tax Map #s 086.-02-02.1, 086.-02-03.0, 086.-02-04.1, 086.-02-05.1, 086.-02-05.3, 086.-02-06.1) as outlined by the resolution prepared by the Attorney for the Town and contingent on the Planning Board requiring the applicant to obtain a subdivision of the parcels to be congruent with zoning classifications.

Ayes: Supervisor Deer, Councilor Denton, Councilor Waters, Councilor Italiano, Councilor Nicholson

Opposed: Councilor Bollinger 5-1 Motion Carries.

**5. 6:59 PM Set Date Public Hearing - Proposed Local Law Repealing Section 155-27.2 Regulating the Placement of Solar Arrays**

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Supervisor Deer discussed the proposed local law that will repeal section 155-27.2 of the Town Code regulating the placement of solar photovoltaic energy systems in the Town and to replace it with a modified local law to regulate the placement of solar photovoltaic energy systems in the Town and to remove the requirement for special permit and site plan approval for solar photovoltaic energy systems on town property including the town landfill on Bowman Road. Supervisor Deer stated that the Town Board is considering this law as a policy decision of the Town Board and discussed the reasons behind that policy decision.

The Town Board discussed and reviewed changes to the draft local law. Attorney Frateschi made all the changes the board discussed prior to the resolution calling for a public hearing on the matter.

Town Board members discussed their position on the proposed local law.

Councilor Denton made a motion, seconded by Councilor Italiano, to set a date for a public hearing for March 23rd, 2022 at 6:35 PM in the matter of proposed Local Law 2022-(2) regulating the placement of solar photovoltaic energy systems in the Town and to replace it with a modified local law to regulate the placement of solar photovoltaic energy systems in the Town and to remove the requirement for special permit and site plan approval for solar photovoltaic energy systems on town property including the town landfill on Bowman Road.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries

**6. 7:30 PM Town Manager**

Deputy Town Manager Kayandra Blythe requested a motion to appoint Phyllis Martucci as a substitute crossing guard at a rate of $15.40 per hour to fill crossing guard posts when the assigned crossing guards are unavailable.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to appoint Phyllis Martucci as a substitute crossing guard at a rate of $15.40 per hour.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

Town Manager Oot presented a budget transfer for the Highway Department for the salt storage facility: $123,987 from HE0 5.5132.200 (Salt Storage Facility – Capital) to A00 5.5132.200 (Garage – Equipment) for the purchase of a new cover for the salt storage facility at the highway department.

Councilor Bollinger made a motion, seconded by Council Denton, to authorize the budget transfer of $123,987 from HE0 5.5132.200 (Salt Storage Facility – Capital) to A00 5.5132.200 (Garage – Equipment) for the purchase of a new cover for the salt storage facility at the highway department.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

Town Manager Oot presented 2021 Budget Transfers and Encumbrances:

**2021 Encumbrances and Budget Transfers**

**Encumbrances:**
(Outstanding purchase orders from 2021)

A005.1010.400 Town Board-Contractual 2,500
- Annual Audit of Justice Court (postposed due to COVID)

A005.1355.405 Assessor-Information Tech $1,950
- RPS Annual Licensing Fee (2021 fee paid 01/2022)
  NYS annual licensing fee for users of NYS Real Property System

A005.1410.401 Town Clerk-Office Supplies $1,500
- Office Chairs (2); Standing Desks (2)

A005.1410.402 Town Clerk-Seminars/Conf. $2,152
- IIMC training that was cancelled in 2021 due to COVID that will take place in 2022

A005.1440.450 Engineer-Contractual $3,353
- 4th quarter 2021 landfill testing/monitoring (Alpha Analytical)

A005.1460.400 Records Mgmt.-Contractual $9,586
- Upgrade records management equipment

A005.1620.200 Buildings-Equipment $1,400
- Break room equipment

A005.3310.400 Traffic Control-Contractual $450
- 4th quarter (2021) service for school crossing beacon (Syracuse Signal)

A005.3510.401 Dog Control $500
- Dog license envelopes

A005.3120.400 Police-Contractual $7,217
- PO 21-33620 $217 Locker
- Vera House $7000 Training

A005.3120.401 Police-Office Supplies $86.50
- PO 21-33706

A005.3120.404 Police-Books/Publications $269.97
- PO 21-34139 UA Sidekick Annual Subscription

A005.3120.405 Police Info Tech/Electronic $968.00
- PO 21-34172 Laserfiche Scanner

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A005.3120.412 Police-Vehicle Repair $2,500

- PO 21-34030 HDD Replacement

A005.3120.446 Police-Maintenance Contract $2,735.98

- PO 21-33905 $274.98 S=Internet
- PO 21-34083 $2461 Annual Maintenance Livescreen Fingerprinting System

A005.3120.448 Police-Uniforms/Cleaning $10,885.94

- PO 21-33267 $2558.97 Uniform-New Officer
- PO 21-33354 $114.99 Lt Pants
- PO 21-33481 $2324.68 SPO Uniform
- PO 21-33513 $2704.75 Uniform-New Officer
- PO 21-33811 $175 Badges/Patches SPO
- PO 21-33854 $251.64 SPO Badges
- PO 21-33884 $2209.85 SPO Uniform
- PO 21-33993 $54.99 Pants
- PO 21-34026 $99.99 Pants
- PO 21-34061 $292.26 Clothing
- PO 21-34142 $98.82 Inner Carrier

A005.3120.464 Police-Protection Gear $4,464.75

- PO 20-30211 $784.95 Training Supplies
- PO 21-33822 $2646 Shields
- PO 21-33838 $1033.80 Sights

DA0.5.5130.200 Machinery-Equipment $133,908.16

- Ford F350XL Pickup Trucks (2) – Purchase approved 04/14/2021 Town Board $86,078.16
- Ford F550 Pickup Cab & Chassis (1) – Purchase approved 10/27/2021 Town Board $47,830

DB0.5.5110.478 General Repairs-Drainage $9,000

- Drainage pipe on backorder

**Budget Transfers:**

Amount: $4,000
From: A005.1460.100 Records Management-Personal Services
To: A005.1410.100 Town Clerk-Personal Services

- Records Management Officer (Weber) salary; reimburse clerk budget for payment of RMO salary

Amount: $1,500
From: A005.5010.100 Superintendent-Personal Services
To: A005.1410.100 Town Clerk-Personal Services

- Tree Commission secretary pay

Amount: $14,716
From: B005.3620.100 Planning & Development-Personal Services



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To: A005.1410.100 Town Clerk-Personal Services

- 20% D. Witzel/T. Galvin salaries

Amount: $56,232.94
From: DA0.4.3500 Extreme Winter Recovery
To: DA0.5.5130.200 Machinery-Equipment

- Purchase of Ford F550 Pickup Cab & Chassis

Amount: 1,243.96
From: DA005.5142.101 Snow Removal-Overtime
To: DA0.5.5140.101 Brush &Weeds

- Snowstorm overtime

Amount: $8,770.01
From: DA0.5.5142.470 Snow Removal Materials
To: DA0.5.5140.490 Brush & Weeds Contractual

- Tree work

Councilor Bollinger made a motion, seconded by Council Waters, to approve the 2021 Budget transfers and encumbrances as presented.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

**5. 7:32 PM Committee Reports**

Comprehensive Planning

Councilor Bollinger and Councilor Waters gave an update on the comprehensive planning process. The steering committee will meet on February 16th and study groups continue to meet.

Councilor Waters reported that the Old Erie Canal Working Group is researching a potential grant funding opportunity to install boat launches in the Town on the Erie Canal. Councilor Waters will present more information as it becomes available.

**7. 7:36 PM Supervisor**

Letter of Engagement - Cell Coverage Mapping LLC

The Town Board discussed the proposed letter of engagement for a cell coverage survey and added language that would make it clear that this survey was not being conducted by the Town of Manlius.

Councilor Bollinger made a motion, seconded by Council Denton, to authorize the Supervisor to sign the letter of engagement with Cell Coverage Mapping LLC to conduct a cell coverage survey of the town residents with added language making it clear that the Town of Manlius was not responsible for the survey. This letter will also inform residents that the Town is engaged in Comprehensive Planning and that the information collected by the cell coverage survey will inform that effort.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

**8. 7:32 PM Request for Quotation – Consolidated Drainage District No 3 – Enders Road Stormwater System Rehabilitation & Verbeck Drive Stormwater Basin Cleanout**

Councilor Bollinger stated that the town would like to request quotes for work to be performed in Drainage District 3. Councilor Bollinger discussed the work to be perform and stated that the repairs would be $35,000 or less.

Councilor Italiano made a motion, seconded by Council Waters, to authorize the issuance of a request for quote for the Enders Road Stormwater Rehabilitation with the intent that the repairs will cost $35,000 or less.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

Councilor Nicholson made a motion, seconded by Council Waters, to authorize the issuance of a request for quotes for the cleanout of the Verbeck Drive stormwater basin with the intent that the repairs will cost $35,000 or less.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

**9.7:48 Hope for Heather Contract**

Town Manager Oot presented the 2022 Hope for Heather Teal Ribbon Run and stated that the presented agreement is the same as previous years.

Councilor Nicholson made a motion, seconded by Councilor Bollinger, to approve the 2022 Hope for Heather Teal Ribbon Run and authorize the Supervisor to sign the agreement

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Waters, Councilor Denton

Nayes: 0 All in Favor. Motion Carries.

**9. 7:50PM Court Security Personnel**

Town Manager Oot requested that the Town Board create court security personnel positions to provide security to the court.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to create the part-time position of court security personnel at a rate of $40 per hour and appoint the following individuals to the positions: Joe Peters, George Millet, Leo Capria V, Kelly Wilcox.

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Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

**13. Approval of Minutes**

Councilor Italiano made a motion, seconded by Councilor Denton, to approve the minutes of the January 26, 2022 Town Board meeting as presented by Town Clerk Weber.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the minutes of the February 9, 2022 Town Board meeting as presented by Town Clerk Weber.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

**7:45PM Approval of Abstract # 4**

Councilor Bollinger made a motion, seconded by Councilor Denton, to approve Abstract # 4 in the amount of $389,145.11 as submitted by Town Clerk Weber.

| | TOWN OF MANLIUS | |
|---|---|---|
| | Fund Summary | |
| | Abstract # 4 - 2021 | |
| CODE | FUND | TOTALS |
| A | General Fund Townwide | $108,788.38 |
| B | General Fund Town | $1,735.19 |
| CM1 | Police Trust | $381.28 |
| DA | Highway Fund Townwide | $49,214.46 |
| DB | Highway Fund Town | $3,931.47 |
| SR1 | Manlius Trash District | $199,943.00 |
| SR2 | Manlius Res Brush District | $25,151.33 |

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

**14. 7:55 PM Adjournment**

There being no further business to come before the Board, upon motion duly made by Councilor Denton and seconded by Councilor Italiano the Board voted unanimously to adjourn regular session at 7:55PM and enter into executive session to discuss a litigation matter related to a tax certiorari.

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Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

**EXECUTIVE SESSION MEETING MINUTES**
**Executive Session**
**February 23, 2022**

Councilor Denton made a motion, seconded by Councilor Bollinger where the Board voted unanimously to adjourn executive session at 8:24 PM and return to regular session.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries

Councilor Denton made a motion, seconded by Councilor Bollinger to authorize Harris Beach to sign the consent order presented to the Board *In the Matter of Brookdale Senior Living Solutions JER/NHP Senior Living Acq & Meriweg Fayetteville LLC Vs. The town of Manlius Board of Assessment Review, the Assessor of the Town of Manlius, and the Town of Manlius*, Onondaga County, New York for tax years 2015 through 2021(Index Nos. 2015EF3015, 2016EF2968, 2017EF2880, 006799/2018, 006376/2019, 004157/2020, 006212/2021) .

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters

Nayes: 0 All in Favor. Motion Carries

There being no further business to come before the board, upon motion duly made by Councilor Italiano and seconded by Councilor Denton, the Town Board unanimously voted to adjourn the executive session at 8:26 PM.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

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** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =========LINE ITEM========= ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | | =======GROUP BUDGET======= ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | |
|---|---|---|---|---|---|---|---|---|---|
| 2022-2023 | A00-2.700 | Rec Dept Clearing Acct | 59.40 | | | | | | |
| | A00-5.1010.402 | Town Board - Seminar/Confe | 99.60 | 5,500 | 5,675.40 | | 53,000 | 45,542.38 | |
| | A00-5.1110.401 | Justices - Office Supplies | 183.92 | 2,800 | 2,096.78 | | 29,265 | 28,591.78 | |
| | A00-5.1220.400 | Supervisor - Contractual | 9.90 | 40,000 | 33,304.10 | | 89,790 | 70,415.08 | |
| | A00-5.1220.401 | Supervisor - Office Suppli | 342.63 | 3,000 | 2,820.69 | | 89,790 | 70,415.08 | |
| | A00-5.1330.401 | Receiver of Taxes -Office | 22.26 | 2,755 | 2,285.05 | | 7,185 | 5,022.25 | |
| | A00-5.1355.400 | Assessors - Contractual | 90.00 | 1,100 | 1,208.00 | | 38,320 | 8,063.00 | |
| | A00-5.1355.401 | Assessors - Office Supplie | 150.46 | 1,500 | 606.00 | | 38,320 | 8,063.00 | |
| | A00-5.1355.402 | Assessors - Seminars/Confe | 100.00 | 4,000 | 2,900.00 | | 38,320 | 8,063.00 | |
| | A00-5.1355.403 | Assessors - Associations/D | 332.00 | 720 | 943.00 | | 38,320 | 8,063.00 | |
| | A00-5.1410.401 | Town Clerk - Office Suppli | 101.11 | 2,200 | 3,440.26 | | 8,495 | 11,700.03 | |
| | A00-5.1410.402 | Town Clerk - Seminars/Conf | 185.00 | 2,000 | 3,398.00 | | 8,495 | 11,700.03 | |
| | A00-5.1410.408 | Town Clerk - Printing/Ads | 39.89 | 1,200 | 1,256.32 | | 8,495 | 11,700.03 | |
| | A00-5.1620.400 | Buildings - Contractual | 25.55 | 5,600 | 1,309.66 | | 314,865 | 251,672.61 | |
| | A00-5.1620.405 | Buildings - Information Te | 7,468.33 | 229,852 | 189,039.77 | | 314,865 | 251,672.61 | |
| | A00-5.1620.424 | Buildings - Internet | 176.89 | 1,470 | 866.52 | | 314,865 | 251,672.61 | |
| | A00-5.1620.430 | Buildings - Cleaning | 24.98 | 24,283 | 20,676.49 | | 314,865 | 251,672.61 | |
| | A00-5.1670.401 | Central Printing - Office | 427.47 | 3,000 | 1,760.74 | | 45,600 | 41,246.29 | |
| | A00-5.1670.409 | Central Printing - Postage | 2,500.00 | 32,000 | 30,000.00 | | 45,600 | 41,246.29 | |
| | A00-5.3120.400 | Police - Contractual | 4,049.80 | 220,739 | 217,944.80 | | 738,141 | 737,427.45 | |
| | A00-5.3120.401 | Police - Office Supplies | 973.23 | 15,285 | 11,939.12 | | 738,141 | 737,427.45 | |
| | A00-5.3120.402 | Police - Seminars/Conferen | 1,259.06 | 26,725 | 23,397.23 | | 738,141 | 737,427.45 | |
| | A00-5.3120.405 | Police - Info Tech/Electro | 215.96 | 10,250 | 10,612.43 | | 738,141 | 737,427.45 | |
| | A00-5.3120.412 | Police - Vehicle Repair | 1,228.37 | 90,560 | 133,621.17 | | 738,141 | 737,427.45 | |
| | A00-5.3120.421 | Police - Phone | 2,132.71 | 28,500 | 25,278.51 | | 738,141 | 737,427.45 | |
| | A00-5.3120.446 | Police - Maintenance Contr | 594.49 | 51,126 | 46,190.26 | | 738,141 | 737,427.45 | |
| | A00-5.3120.448 | Police - Uniforms & Cleani | 2,928.02 | 49,374 | 53,624.67 | | 738,141 | 737,427.45 | |
| | A00-5.3120.461 | Police - Accreditation | 4,670.00 | 39,837 | 30,276.39 | | 738,141 | 737,427.45 | |
| | A00-5.3120.463 | Police - CPSS | 190.00 | 2,100 | 2,815.40 | | 738,141 | 737,427.45 | |
| | A00-5.3120.465 | Police - Forensic | 735.98 | 44,486 | 44,088.73 | | 738,141 | 737,427.45 | |
| | A00-5.5132.400 | Garage - Miscellaneous | 262.16 | 1,250 | 1,207.10 | | 73,738 | 63,441.12 | |
| | A00-5.5132.405 | Garage - Information Techn | 119.99 | 7,803 | 4,537.01 | | 73,738 | 63,441.12 | |
| | A00-5.5132.423 | Garage - Fire Monitoring | 52.30 | 574 | 370.52 | | 73,738 | 63,441.12 | |
| | A00-5.5132.425 | Garage - Garage/Bldg Maint | 56.66 | 15,000 | 14,734.24 | | 73,738 | 63,441.12 | |
| | A00-5.5132.426 | Garage - Dumpster | 481.89 | 6,136 | 4,690.33 | | 73,738 | 63,441.12 | |
| | A00-5.7310.402 | Recreation -Seminars/Confe | 1,186.38 | 5,200 | 3,968.70 | | 81,150 | 72,377.90 | |
| | A00-5.7310.403 | Recreation - Associations/ | 125.00 | 750 | 625.00 | | 81,150 | 72,377.90 | |
| | A00-5.7310.405 | Recreation - Registration | 3,400.00 | 3,400 | 0.00 | | 81,150 | 72,377.90 | |
| | A00-5.7310.408 | Recreation - Printing & Ad | 14.99 | 4,100 | 4,271.25 | | 81,150 | 72,377.90 | |
| | A00-5.7310.410 | Recreation - Program Expen | 643.50 | 64,000 | 59,762.28 | | 81,150 | 72,377.90 | |
| | B00-5.3620.401 | P & D - Office Supplies | 749.52 | 1,500 | 791.16 | | 123,948 | 87,410.25 | |
| | B00-5.3620.461 | P & D - Uniforms/Cleaning | 30.00 | 700 | 530.05 | | 123,948 | 87,410.25 | |
| | B00-5.8020.402 | Planning - Seminars/Confer | 100.00 | 500 | 120.00 | | 21,600 | 19,021.29 | |
| | CM1-5.3120.493 | DWI Equipment - Contractu | 1,077.00 | 0 | 1,839.56- | Y | 0 | 1,839.56- | Y |
| | DA0-5.5130.411 | Machinery - Vehicle Expens | 2,241.54 | 130,818 | 114,159.58 | | 197,244 | 177,633.65 | |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =========LINE ITEM========= ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | =======GROUP BUDGET======= ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
|---|---|---|---|---|---|---|---|---|---|
| 2022 | A00-5.1220.400 | Supervisor - Contractual | 3,333.00 | 40,000 | 29,971.10 | | 89,790 | 67,082.08 | |
| | A00-5.1220.480 | Supervisor - Payroll | 1,577.81 | 31,700 | 20,810.23 | | 89,790 | 68,837.27 | |
| | A00-5.1420.481 | Attorney - Litigation | 1,937.30 | 25,000 | 21,599.56 | | 116,000 | 101,583.31 | |
| | A00-5.1420.483 | Attorney - Town Board | 5,500.00 | 66,000 | 49,500.00 | | 116,000 | 98,020.61 | |
| | A00-5.1620.420 | Buildings - Gas/Electric | 2,873.99 | 30,000 | 17,428.75 | | 314,865 | 248,798.62 | |
| | A00-5.1620.423 | Buildings - Security Servi | 66.95 | 750 | 549.15 | | 314,865 | 251,605.66 | |
| | A00-5.1620.430 | Buildings - Cleaning | 126.25 | 24,283 | 20,550.24 | | 314,865 | 251,546.36 | |
| | A00-5.1620.485 | Buildings - Snow Removal | 360.00 | 2,000 | 700.00- | Y | 314,865 | 251,312.61 | |
| | A00-5.1640.410 | Central Garage - Gasoline | 5,228.02 | 85,000 | 61,881.63 | | 88,500 | 65,214.49 | |
| | A00-5.1670.407 | Central Printing - Copier | 574.82 | 6,800 | 5,110.73 | | 45,600 | 40,671.47 | |
| | A00-5.1670.408 | Central Printing - Post Me | 487.53 | 2,000 | 1,512.47 | | 45,600 | 40,758.76 | |
| | A00-5.3120.461 | Police - Accreditation | 2,185.00 | 39,837 | 28,091.39 | | 738,141 | 735,242.45 | |
| | A00-5.3120.465 | Police - Forensic | 1,125.00 | 44,486 | 42,963.73 | | 738,141 | 736,302.45 | |
| | A00-5.3310.400 | Traffic Control - Contract | 21.39 | 2,300 | 2,214.03 | | 2,300 | 2,214.03 | |
| | A00-5.5132.420 | Garage - Gas/Electric | 5,117.76 | 35,000 | 25,079.83 | | 73,738 | 58,323.36 | |
| | A00-5.5182.400 | Street Lighting - Contract | 452.98 | 6,000 | 4,319.34 | | 6,000 | 4,319.34 | |
| | A00-5.9045.800 | Life Insurance | 310.50 | 5,100 | 4,341.00 | | 5,100 | 4,341.00 | |
| | A00-5.9060.800 | Health Insurance | 148,719.87 | 2,117,519 | 1653,010.03 | | 2,117,519 | 1,653,010.03 | |
| | B00-5.3620.400 | P & D - Contractual | 8,809.78 | 100,035 | 65,002.34 | | 123,948 | 78,600.47 | |
| | B00-5.3620.421 | P & D - Phone | 100.02 | 1,500 | 980.80 | | 123,948 | 87,310.23 | |
| | B00-5.8020.450 | Planning - Attorney | 2,856.00 | 20,000 | 14,985.00 | | 21,600 | 16,165.29 | |
| | B00-5.9060.800 | P & D - Hospital & Medical | 4,513.35 | 55,670 | 44,386.62 | | 55,670 | 44,386.62 | |
| | DA0-5.9060.800 | Hospital & Medical Insuran | 28,465.86 | 180,087 | 94,689.42 | | 180,087 | 94,689.42 | |
| | SL1-5.5182.400 | Street Lighting - Contract | 1,827.35 | 20,000 | 13,038.28 | | 20,000 | 13,038.28 | |
| | SL2-5.5182.400 | Street Lighting - Contract | 2,263.49 | 26,000 | 16,892.80 | | 26,000 | 16,892.80 | |
| | SL3-5.5182.400 | Street Lighting - Contract | 119.71 | 1,200 | 747.12 | | 1,200 | 747.12 | |
| | SL4-5.5182.400 | Street Lighting - Contract | 691.32 | 7,500 | 4,833.69 | | 7,500 | 4,833.69 | |
| | SL5-5.5182.400 | Street Lighting - Contract | 2,737.69 | 30,000 | 19,556.94 | | 30,000 | 19,556.94 | |
| | SR1-5.9060.800 | Hospital & Medical Insuran | 185.87 | 2,644 | 2,086.39 | | 2,644 | 2,086.39 | |
| | SR2-5.9060.800 | Hospital & Medical Insuran | 185.87 | 2,644 | 2,086.39 | | 2,644 | 2,086.39 | |
| | SS3-5.8110.400 | Sewer Administration | 70,560.88 | 70,561 | 0.12 | | 70,561 | 0.12 | |
| | | ** 2022 YEAR TOTALS | 303,315.36 | | | | | | |