

Agenda
Town Board Meeting
July 12, 2023
6:30 PM

1. Virtual Meeting Instructions

Documents:

[7-12-23 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Public Hearing CANCELED - Zone Change Application - Turnwood Development -Garden Park Apartments - Highbridge Street (Tax Map No. 093.-01-05.1) Commercial A (CA) To Residential (R5)

The applicant has withdrawn the application for a zone change.

5. Comprehensive Plan - Public Hearing

The Town Board held open the public hearing on the draft comprehensive plan. Learn more about the comprehensive plan and the planning process on the [COMPREHENSIVE PLAN WEBPAGE](#). Residents are encouraged to review the [DRAFT PLAN](#) and [APPENDIX](#) and provide comment.

[HTTPS://WWW.TOWNOFMANLIUS.ORG/DOCUMENTCENTER/VIEW/2869/DRAFT-COMPREHENSIVE-PLAN---TOWN-OF-MANLIUS---MAY-2023](https://www.townofmanlius.org/documentcenter/view/2869/draft-comprehensive-plan---town-of-manlius---may-2023)

[HTTPS://WWW.TOWNOFMANLIUS.ORG/DOCUMENTCENTER/VIEW/2870/DRAFT-COMPREHENSIVE-PLAN---TOWN-OF-MANLIUS---APPENDIX---MAY-2023](https://www.townofmanlius.org/documentcenter/view/2870/draft-comprehensive-plan---town-of-manlius---appendix---may-2023)

6. Public Hearing - Skyridge Water District Extension #1 (Clearpath For Veterans)

The public hearing will be held open until July 26th . View the revised Map Plan and Report here:

[HTTPS://WWW.TOWNOFMANLIUS.ORG/DOCUMENTCENTER/VIEW/3183/293126001-SKYRIDGE-WD-EXTENSION-NO-1-MANLIUS-MPR-WITH-ATTACHMENTS-TLH-070723-ID-2923475](https://www.townofmanlius.org/documentcenter/view/3183/293126001-skyridge-wd-extension-no-1-manlius-mp-attach-tlh-070723-id-2923475)

7. Skyridge Water District Improvement Project - Public Hearing

The public hearing will be held open until July 26th. View the revised Map Plan and Report here:

[HTTPS://WWW.TOWNOFMANLIUS.ORG/DOCUMENTCENTER/VIEW/3056/SKYRIDGE-PER-M-AND-P-REV-6-5-2023-ID-2909834](https://www.townofmanlius.org/documentcenter/view/3056/skyridge-per-m-and-p-rev-6-5-2023-id-2909834)

8. Public Hearing - Proposed Local Law To Amend Chapter 127 Of The Town Of Manlius Code (Subdivision) To Further Clarify That Each New Individual Subdivided Lot Within A Water District Shall Directly Tie Into Public Water Available To Such Lot.

Documents:

[LOCAL LAW 2023 - SUBDIVISION OCWA FURTHER ENACTING 7-7-23.PDF](#)

9. Consolidated Funding Application (CFA) Grant Resolutions

Documents:

[CFA RESOLUTION - ZONING REVISION PROJECT .PDF](#)
[CFA RESOLUTION - NONPOINT.PDF](#)

10. JustFoia Software Agreement - Town Clerks Office

Documents:

[TOWN OF MANLIUS - 28020 - JFNEWORDER \(FINAL\).PDF](#)

11. Draft Special Patrol Officer Agreement With The East Syracuse Minoa School District For The 2023-2024 School Year

Documents:

[SPO AGREEMENT - TOM AND ESM.PDF](#)

12. Approval Of Minutes - June 28, 2023

Documents:

[6-28-23 DRAFT.PDF](#)

13. Approval Of Abstract # 13

Documents:

[ABSTRACT 13.PDF](#)

14. 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



July 12, 2023

6:30 PM

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/87391324555?pwd=WkpXWEJON053ZW1HVy9SWFB4OWF0UT09>

Password to join when prompted:

Password: **837447**

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: 873 9132 4555

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

Password: **837447**

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

IN THE MATTER
Of
LOCAL LAW 2023 -9 TO AMEND CHAPTER
127 OF THE TOWN OF MANLIUS CODE
(SUBDIVISION) TO FURTHER CLARIFY
THAT EACH NEW INDIVIDUAL
SUBDIVIDED LOT WITHIN A WATER
DISTRICT SHALL DIRECTLY TIE INTO
PUBLIC WATER AVAILABLE TO SUCH
LOT

RESOLUTION ENACTING
LOCAL LAW

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, the Town Facebook page and YouTube on the 12th of July, 2023, 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 M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Onondaga County Water Authority (“OCWA”) has requested that the Town of Manlius amend the Town Code to make it clear that subdivided lots should tie directly into OCWA’s main line services the particular subdivision;

WHEREAS, on May 24, 2023 the Town Board adopted Local Law 2023-7 that responded to OCWA’s request;

WHEREAS, the Town Board has received comments from the public that requested the Town Code be further amended to clarify that the provisions of Local Law 2023-9 only applied to future subdivided lots in a water district;

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2023-9 further amending Chapter 127 of the Town Code entitled “Subdivision” as follows:

**LOCAL LAW 2023-9, A LOCAL LAW AMENDING CHAPTER 127 ENTITLED
“SUBDIVISION” TO FURTHER AMMEND SECTION 127-26(A)(1)(i) THAT WOULD
FURTHER CLARIFY TOWN POLICY, TO WIT:**

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

Section 1. Article V of Chapter 127 of the Town Code shall be amended as follows:

§ 127-26 Utility and street improvements.

A. Utility and street improvements shall be provided in accordance with the following:

(1) Public water, where required, in accordance with procedures and standards of the Town of Manlius and the Onondaga County Department of Health, New York State Water Resources Commission and Onondaga County Water Authority, as applicable.

(ii) Where ~~public water is available to a properly subdivided lot, each existing lot,~~ a properly subdivided lot is filed with the Onondaga County Clerk’s Office after September 1, 2023, or lots to be created each new lot created in a water district shall be required to tie directly into the water line provided by the Onondaga County Water Authority for said newly created subdivision. It is the intention of this provision to require each building to have separate fire services directly to an OCWA main line.

(2) Sanitary sewer system, where required, in accordance with the procedures and standards of the Onondaga County Department of Health and of any other department, board or other public agency having authority over such systems.

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

underlined = new language
~~strikeout~~ – eliminated language

WHEREAS, the Town Board held a public hearing on Local Law 2023- 9 at which time the public was given the opportunity to speak for and/or against the Local Law;

WHEREAS, the Town Board agrees that the changes set forth herein a responsive to the concerns raised by the public and should be adopted;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby adopts Local Law 2023-9 as set forth in this Resolution; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to file Local Law 2023-9 with the Secretary of State within 20 days of the adoption of this resolution, pursuant to Municipal Home Rule Law.

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 12th day of July 2023; 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 12th day of July, 2023.

DATED: July 12, 2023
Fayetteville, New York

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

**IN THE MATTER
Of
The TOWN OF MANLIUS COMBINED
FUNDING APPLICATION (CFA)**

**RESOLUTION GRANTING
AUTHORIZATION TO
SUBMIT REQUEST FOR
FUNDING FOR A ZONING
REVISIONS PROJECT
2024 -2026**

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, the Town Facebook page and YouTube on the 12th of July, 2023, at 6:30 p.m.

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Elaine Denton	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town of Manlius has drafted a Climate Action Plan to mitigate climate change while realizing other benefits such as reduced municipal operating costs and improved air quality in the Town of Manlius;

WHEREAS, the Town of Manlius has undertaken the comprehensive planning process and has identified many goals in the town's Comprehensive Plan that will require several revisions to the town's current zoning ordinances; and

WHEREAS, the Town of Manlius Board has the ultimate goal of aligning the town's current zoning ordinances to be more consistent with the Comprehensive Plan and the Climate Action Plan and has identified the need for a zoning revision project;

WHEREAS, the Town of Manlius has developed a proposed budget for this project including a consultant to manage the details of the zoning revision project and other costs associated with a project of this nature;

WHEREAS, a project of this size must be conducted over multiple years and the town projects that the revision will commence in the Spring of 2024 and run to the Spring of 2026.

WHEREAS, the Town of Manlius intends to apply for a Smart Growth Planning and Zoning grant to assist with funding for a zoning revision project;

NOW, THEREFORE, be it

RESOLVED AND ORDERED, that the Town Board hereby authorizes the Town Supervisor or his designee to apply for a grant for up to the sum of \$100,000 with a 10% town match through the Consolidated Funding Application (CFA) process to fund a zoning revision project to align the town's current zoning ordinances to be more consistent with the comprehensive plan and the climate action plan.

I, ALLISON A. WEBER, the Clerk of the Town Board, **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 12th day of July, 2023; 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 12th day of July, 2023.

DATED: July 12th, 2023
Fayetteville, New York

Allison A. Weber
Town Clerk
Town of Manlius
Onondaga County, New York

**IN THE MATTER
Of
The TOWN OF MANLIUS COMBINED
FUNDING APPLICATION (CFA)**

**RESOLUTION GRANTING
AUTHORIZATION TO
SUBMIT REQUEST FOR
FUNDING FOR A NON-
AGRICULTURAL NONPOINT
SOURCE PLANNING STUDY**

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, the Town Facebook page and YouTube on the 12th of July, 2023, at 6:30 p.m.

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Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town of Manlius has undertaken the comprehensive planning process and identified the goal of seeking grant funding for waterway and waterbody improvements;

WHEREAS, the Town of Manlius Board has the ultimate goal of protecting the quality of waterbodies in the town.

WHEREAS, The New York State Department of Environmental Conservation (DEC) is offering grants to local governments to help pay for the initial planning of non-agricultural nonpoint source water quality improvement projects;

WHEREAS, the Department of Environmental Conservation has stated that the nonpoint source planning reports aim to prepare nonpoint source projects for construction and application for implementation funding.

WHEREAS, the Town of Manlius intends to use the results of the non-agricultural nonpoint source planning report for Limestone Creek at the unnamed tributary from Three Falls Woods to apply for future grant funding;

NOW, THEREFORE, be it

RESOLVED AND ORDERED, that the Town Board hereby authorizes the Town Supervisor or his designee to apply for a grant for up to the sum of \$50,000 with a 10% town match through the Consolidated Funding Application (CFA) process to fund a non-agricultural nonpoint source planning study for Limestone Creek at the unnamed tributary from Three Falls Woods.

I, ALLISON A. WEBER, the Clerk of the Town Board, **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 12th day of July, 2023; 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 12th day of July, 2023.

DATED: July 12th, 2023
Fayetteville, New York

Allison A. Weber
Town Clerk
Town of Manlius
Onondaga County, New York

This Order, designated as Order No. 28020 (this “Order”) is entered into as of the date of the last signature (the “**Order Effective Date**”), by and between JustFOIA and Customer.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Order and any Customer-entered third-party government purchasing agreement (“Purchasing Vehicle”), the provisions of the Purchasing Vehicle shall govern and control.
- B. JustFOIA is an affiliate of MCCi, LLC and is considered an Order Fulfiller for MCCi, LLC with regards to specific Purchasing Vehicles.
- C. No change order, notice, direction, authorization, notification, or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- D. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Customer purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- E. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- F. This Order, and any claim dispute or controversy hereunder (a “Dispute”), will be governed by the laws of the state where Customer is located, in each case without giving effect to any principles of conflicts of laws. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys’ fees and costs and expressly waives any statutory right to attorneys’ fees.
- G. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- H. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

JustFOIA, Inc. ("JustFOIA")

Signed: _____

Name: _____

Title: _____

Date: _____

TOWN OF MANLIUS ("Customer")

Signed: _____

Name: _____

Title: _____

Date: _____

ONE ELMBROOK DRIVE, WEST
MANLIUS, NY 13104

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Allison Weber

aweber@townofmanlius.org

cc AP Contact: aweber@townofmanlius.org

Desired URL: townofmanlius@justfoia.org

Customer Name: Town of Manlius

Quote Date: June 26, 2023

Customer Address: One Elmbrook Drive, West,
Manlius, NY 13104

Quote Number: 28020

Subscription Period Start Date:

August 10, 2023

Subscription Period End Date:

August 09, 2024

Quote Type: New JustFOIA System

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
JustFOIA ANNUAL RECURRING SERVICES				
☒ JustFOIA Pro Plus: Up to 400,000 Population	1	\$9,835.00	\$8,851.50	\$8,851.50
☒ Single Sign-On (SSO)	1	Included	Included	Included
☒ Any & All Document Management	1	Included	Included	Included
☒ Unlimited Admins, Power Users & General Users	1	Included	Included	Included
☒ Unlimited Storage	1	Included	Included	Included
SUBTOTAL - RECURRING ANNUAL SERVICES				\$8,851.50

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
JustFOIA SERVICE PACKAGES				
☒ Pro Implementation	1	Included	Included	Included
☒ Configuration of 2 Public Records Forms -Town Records Request and Police Department Records Requests	1	Included	Included	Included
☒ Single Sign-On Configuration	1	Included	Included	Included
☒ Any & All Document Management Configuration	1	Included	Included	Included
SUBTOTAL - ONE-TIME SERVICES				\$0.00

YEAR 1 ORDER COST	\$8,851.50
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This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied after Year 1 (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Customer pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Customer is a city, county, or other government entity the following applies: If Customer's governing body fails to appropriate sufficient funds to make payments due and to become due during Customer's next fiscal period, Customer may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Customer agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ Initial Sale: Upon providing Customer online access to the Solution. ▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within five (5) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Customer does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CUSTOMER TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions
- Create any additional users
- Conduct end-user trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification

JustFOIA TASKS & DELIVERABLES

- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Customer to public facing JustFOIA site and request form(s)
- Deploy site in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of departments and observed holidays

- Complete initial configuration of system email templates
- Provide configuration and training for purchased platform add-ons
- Provide technical support between testing and going live
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide internal staff training support to Administrator and Power User Team
- Work with customers to make system modifications where necessary during testing
- Assist with transition to Customer Success and Support Teams
- Provide Go-Live Marketing Press Kit

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Document Management Course in the JustFOIA Training Center

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module

SINGLE SIGN-ON (SSO) CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- For Active Directory Federation Services (ADFS):
 - Follow the Microsoft documentation for installing and configuring ADFS and the Web Application proxy
 - Ensure that Web Application proxy SSO login is reachable from the public internet
 - Create a Relying Party Trust for JustFOIA (a PowerShell script will be provided)
- For Azure Active Directory:
 - Follow the Microsoft documentation for configuring and/or syncing users with Azure Active Directory
 - Choose a protocol to connect with. Examples: SAML, Open ID Connect
 - For customers hosted in an Azure sovereign or national cloud, the standard Azure Active Directory connection could fail to federate with JustFOIA systems, due to restrictions Microsoft has in place. A SAML or general Open ID Connect connection may need to be used.
 - Create an Enterprise Application in Azure AD, following any pertinent setup instructions from JustFOIA
- For others:
 - Follow the best practices documentation for your Identity Provider of choice
 - Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
 - Work with JustFOIA to determine what pieces of information will be needed

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the customer
 - Integration call with customer:
 - Walk through any outstanding setup and any Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by customer is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Customer tests the connection to validate it is configured and working correctly
 - Complete testing and training

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA's knowledge, Customer's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Customer Warranties. Customer warrants that JustFOIA's use of Customer data and/or any other item provided by Customer, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and non-confidential data to the Solution. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Customer's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Customer's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by

Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires. JustFOIA may decommission any environment after 45 days of Customer not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website, including, without limitation, availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA

application and/or providers. The Solution shall allow Customer to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

INDEMNIFICATION & LIMITATION OF LIABILITY

(a) General Indemnification.

JustFOIA ("**Indemnifying Party**") shall indemnify, defend and hold the Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws; or
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE

AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Customer, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(g) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(h) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@justfoia.com

Special Patrol Officer Agreement Between the Town of Manlius and the East Syracuse Minoa Central School District

This Special Patrol Officer Agreement (the "Agreement") is made as of the 1st day of September, 2023, by and between the Town of Manlius Police Department, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 1 Arkie Albanese Ave., Manlius, New York (the "Town"); and the East Syracuse Minoa Central School District, of the County of Onondaga and State of New York, a municipal corporation whose principal address is 407 Fremont Road, East Syracuse, New York (the "School District"). The Town of Manlius Police Department ("Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML") provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis, and

WHEREAS, the School District and the Town are both deemed to be "municipal corporations" as that term is defined by GML 119-n(a); and

WHEREAS, the School District and the Town have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of dedicated officers of the Manlius Police Department to serve as Special Patrol Officer(s) in the School District.

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

- 1.1 This Agreement is for the academic school year of 2023-2024 and begins on September 1, 2023 and expires on June 30, 2024, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

- 2.1 The Town and School District have voluntarily chosen to enter into the Agreement in order to have Peace Officer(s) placed within the School District.
- 2.2 These Peace Officer(s) shall be referred to under this Agreement as Special Patrol Officers ("SPOs"). For the purposes of this Agreement, the term "SPO" shall include those officers specifically selected for (and assigned to) the Schools for a specific academic year. SPOs will be responsible to serve and perform the job duties described herein, to the extent consistent with the parties overall objectives and responsibilities described herein (collectively "SPO Services").

- 2.3 The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar, The SPO worksite shall include the SPOs assigned School, as well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.
- 2.4 The Town agrees that the SPO Services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules and regulations pertaining to the Town's provision of services under an inter-municipal agreement pursuant to GML Article 5-G.

3.0 SPO Program Objectives The objectives of the SPO program are to:

- 3.1 Provide a Police presence in the Schools in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- 3.2 Provide a law enforcement resource to students, teachers, school administrators and parents, so as to increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;
- 3.3 Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- 3.4 Facilitate crime prevention, law enforcement and security consultation;
- 3.5 Build lines of communication and promote positive attitudes between students and the Police Department;
- 3.6 Provide a counseling resource to students who may be experiencing a variety of school, family, or social problems;
- 3.7 Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior (including, but not limited to, the use of alcohol, drugs, and/or tobacco, as well as issues involving peer pressure, gang activity, sexual activity, etc.);
- 3.8 Provide a positive role model for students; and
- 3.9 Provide education in law enforcement, as requested and appropriate.

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
 - 4.1.1** Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s); 4.1.2 If, at any time during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

5.0 HIRING AND IMPLEMENTATION OF THE SPO

- 5.1** The School District reserves the right to participate in the Town's hiring and interview process for any individual proposed to perform SPO Services at the School.
- 5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of proper Peace Officer policies, protocols and procedures.
- 5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so.
- 5.4** In the event the SPO is absent from work, the SPO shall notify the School District clerk prior to the SPO's scheduled arrival time. The Town shall, in such event, provide a substitute SPO for that day.

6.0 Fingerprints and Criminal Clearance

- 6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.

- 6.2 The Town shall be responsible for all costs associated with the required finger-printing and criminal background checks and clearance for SPOs under the Agreement.

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

- 7.1 In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the Manlius Police Department will cooperate with the School District to implement the SPO Program in the Schools with the least possible disruption to the educational process.
- 7.2 The Town - through the Manlius Police Department - may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.
- 7.3 The Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

In addition to any other responsibilities of the School District set forth in the Agreement, the School District will:

- 8.1 Designate a School Building Administrator who shall serve as the building-level School representative for the SPO program;
- 8.2 Provide the SPO with access to its School facilities, personnel and students as reasonably required to fulfill the SPO's duties under this Agreement;
- 8.3 Ensure that school personnel, School Board Members, students and parents are informed of the duties and presence of the SPO in the School;
- 8.4 Provide time and appropriate space for the SPO to conduct approved staff, student and parent training;
- 8.5 Provide space for the SPO to store instructional materials and perform necessary tasks directly related to the SPO program;
- 8.6 Cooperate with the Town to supply any relevant information needed for purposes of submitting retirement waivers for the SPOs; and

- 8.7** Cooperate with the Police Department and SPO relative to the scheduling of time off in the event of an SPO's illness or injury.

9.0 INFORMATION SHARING

- 9.1** The School District will share relevant information about school safety issues with the SPO including, but not limited to:
- 9.1.1** School District and School building safety/crisis plans, including for any other school to which the SPO may be assigned;
 - 9.1.2** The School District's Code of Conduct;
 - 9.1.3** Uniform violent incident reports in accordance with New York State Education Law and the Safe Schools against Violence in Education Act; and
 - 9.1.4** Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.

10.0 INFORMATION SHARING BY THE TOWN

The Town and SPO will share relevant information, to the extent permitted by law, about school safety issues with the School District including, but not limited to:

- 10.1.1** Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse.
- 10.1.2** Any information pertinent to school safety and/or safety of individuals on School property; and
- 10.1.3** Any training or educational opportunities for an SPO or School District representatives relative to school safety.

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

In addition to any other duties specifically set forth in the Agreement, an SPO assigned to the School District shall provide SPO Services intended to meet the program objectives, including, but not limited to the following:

- 11.1** Patrol and observe all areas of the assigned School(s) and corresponding grounds;
- 11.2** Be visible and available to the students, faculty, and administration;
- 11.3** Keep the peace and help maintain a safe and orderly school community;

- 11.4 Develop and maintain a positive and open relationship with students, faculty and parents;
- 11.5 Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.
- 11.6 Present educational programs to School employees, parents and School Board Members;
- 11.7 Build community relationships by serving as liaison between the Town (which includes the Manlius Police Department) and the School District;
- 11.8 Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9 Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10 Develop or expand crime prevention efforts for students;
- 11.11 Educate potential school-age victims in crime prevention and safety;
- 11.12 Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13 Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14 Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and
- 11.15 Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16 The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;
- 11.17 The SPO shall not detain or question students regarding their immigration status;
- 11.18 In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

- 11.19** The SPO shall comply with all Federal, State and local laws as well as school District policies.

12.0 SUPERVISORY AUTHORITY

- 12.1** The SPOs assigned to the School District pursuant to the Agreement are under the direct and sole supervision and authority of the Town's Chief of Police and other Command Officers within the Manlius Police Department.
- 12.2** The SPOs assigned to the School District shall comply with all general and specific SPO policies or protocol/procedure directives prepared by the Manlius Police Department.
- 12.3** The Manlius Police Department will share a copy of any SPO policy or protocol/procedure direction with the School District.
- 12.4** The Police Department will also provide a copy of all SPO policies or protocol/procedure directives to SPOs assigned to the School District.
- 12.5** In the performance of the duties described herein, the SPO shall regularly coordinate and communicate with the Principal or the Principals' designee of the schools to which they are assigned. The Principal or designee shall contact the SPO Supervisor assigned by the Town for such purpose in the event of any question regarding the performance of duties by an SPO. However, the SPO shall remain under the direct and exclusive control and supervision of the Town on all matters relating to the duties of the SPO under this Agreement.
- 12.6** The SPO shall not be an employee of the School District.
- 12.7** The Parties shall confer and agree regarding the SPO's attire while on duty.

13.0 PROGRAM EVALUATION

- 13.1** The School District will provide timely evaluations to the Police Department to enable required progress reports to be completed in an efficient and timely manner.
- 13.2** Any evaluation instruments for completion by selected students, school staff, school administrators, and community members will be developed collaboratively by the School District and the Police Department in order to ensure objective evaluation criteria are established and applied.

14.0 CONTRACT FEES AND ADDITIONAL COSTS

- 14.1 The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.
- 14.2 SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of forty dollars (\$40.00) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.
- 14.3 The SPO's regular duty hours shall be 8:30a.m. until 4:30p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day,
- 14.4 Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.5 The Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced two times per year - once in December and once in June - for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.6 The School District further agrees to reimburse the Town for up to \$10,000 per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.7 The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from year one to year two of this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.8 Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

- 15.1** The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.
- 15.2** The Town's employees, consultants, or agents shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, Workers' Compensation coverage, unemployment Insurance benefits, Social Security coverage, Disability benefits, New York State Retirement membership or credit, etc.
- 15.3** The Town shall not have, nor hold itself out as having, the authority or power to bind or create liability for the School District by the Town's acts or omissions.
- 15.4** It is agreed by the Town and the School District that neither federal, state, or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any Town employee, consultant, or agent in connection with this Agreement.
- 15.5** Said employment withholdings and/or payments are to be made by the Town in compliance with all federal, state, and local laws, rules or regulations.
- 15.6** Provided the School District timely pays the Town the Fees established, the Town agrees to pay and/or withhold all applicable taxes, including income taxes, Workers' Compensation Insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Town or its relationship with the School District, and further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.
- 15.7** The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the Town or its agents perform SPO Services under this Agreement, unless otherwise addressed in this Agreement and except as required by federal, state, or local laws, rules, and regulations.
- 15.8** These provisions shall survive any expiration, termination, or non-renewal of the Agreement.

16.0 TERMINATION OF THE AGREEMENT.

Either party may terminate this Agreement, at any time, for any reason, by providing thirty (30) days advance notice to the other party. Such notification shall be made, in writing and sent via a trackable overnight delivery method (e.g., FedEx, UPS, USPS Express Mail, etc.) to the other party at its principal address.

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2024.
- 17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

18.0 RECIPROCAL INDEMNIFICATION

- 18.1** The Town shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such liabilities arise from the negligent or other wrongful acts or omissions, or any such legal or contractual duties or obligations assumed by the School District, of the Town, its officers, and employees, (including the SPO), or from the Town or any such person's or the Town's material breach of, or default hereunder.
- 18.2** The School District shall indemnify and hold harmless the Town from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "liabilities") to the extent such liabilities arise from negligent or other wrongful acts or omissions or of any such legal or contracted duties or obligations assumed by the School District, of the School District, its officers, and employees, or from the School District's material breach of, or default hereunder.

19.0 CONTROLLING LAW AND VENUE

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision. If an action is filed to enforce this Agreement, the parties agree that such action must be filed exclusively in a court of competent jurisdiction in Onondaga County, New York, and the parties expressly consent to the jurisdiction of such court.

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

This Agreement may not be altered except by a writing signed by both parties. Furthermore, this Agreement represents the entire agreement and understanding between the parties and supersedes all prior agreements between the parties, written or oral.

22.0 INTERPRETATION

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA

The Town shall provide its Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(i)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- 24.1** The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- 24.2** The Town will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.
- 24.3** The Town will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- 24.4** The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- 24.5** The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- 24.6** The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.

- 24.7 The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- 24.8 The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- 24.9 In the event The Town engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

25.0 DATA BREACH

In the event that Confidential Data is accessed or obtained by an unauthorized individual, The Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process.

- 25.1 The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- 25.2 The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- 25.3 Where a breach or unauthorized release of Confidential Data is attributed to The Town, and/or a subcontractor or affiliate of The Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- 25.4 The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - 25.4.1 The name and contact information of the reporting School District subject to this section.

- 25.4.2 A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 25.4.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - 25.4.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 25.4.5 A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - 25.4.6 Information about what the agency has done to protect individuals whose information has been breached.
 - 25.4.7 Advice on steps that the person whose information has been breached may take to protect himself or herself.
- 25.5 The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan

26.0 ADDENDUM

The following addenda attached hereto shall be incorporated into the Agreement:

Addendum A: Parents' Bill of Rights for Data Privacy and Security

Addendum B: Parents' Bill of Rights - Supplemental Information Addendum

Addendum C: The Town's Data Security and Privacy Plan

27.0 WAIVER

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or rights. A waiver is effective only if in writing and signed and delivered by the waiving party.

28.0 MUTUAL COVENANTS

- 28.1** The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below.
- 28.2** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

29.0 OVERTIME

SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

For the:
Town of Manlius

For the:
East Syracuse Minoa Central School District

John T. Deer, Supervisor

Dr. Donna J. DeSiato, Superintendent

Date

Date

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

East Syracuse Minoa Central School District is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education (DOE) regulations (Education Law 82-d), the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.
- Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.
- State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the state is available for public review in an Excel file at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>.
- Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Kieran O'Connor, Executive Director of Planning, Development and Technology, East Syracuse Minoa Central School District, 407 Fremont Road, East Syracuse, New York 13057. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is cpo@mail.nysed.gov.

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

- 1. EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and the East Syracuse Minoa Central School District (the "School District") commencing on September 1, 2022, and expiring on June 30, 2022 (the "Contract").
- 2. SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).
- 3. CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [insert data format] format and/or destroyed by the Contractor as directed by the School District.
- 4. DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA, Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
- 5. SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored [insert location]. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
- 6. ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

**TOWN'S DATA SECURITY AND PRIVACY PLAN
DATA SECURITY AND PRIVACY PLAN**

WHEREAS, the East Syracuse Minoa Central School District (hereinafter "School District") and the Town of Manlius (hereinafter "Contractor") entered into an agreement dated September 1, 2022 (hereinafter "Agreement") for Special Patrol Officer (hereinafter "Services").

WHEREAS, pursuant to the requirements under §NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, the Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: Specify date of each training

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

7. Termination of Agreement.

a. Within _____ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within _____ days of termination of the Agreement, Contractor shall

_____ Return all data to the School District using _____ OR

_____ Transition all data to a successor contractor designated by the School District in writing using _____.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the A unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and

Privacy Plan as of _____.

CONTRACTOR: _____

By:

Title:

MINUTES
TOWN BOARD
June 28, 2023

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://www.youtube.com/channel/UC3pS9-uTiX4l7aEgciGEVSA>

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

Sara Bollinger, Councilor
Elaine Denton, Councilor
Heather Waters, Councilor
Alissa Italiano, Councilor
William Nicholson, Councilor
Katelyn M. Kriesel, Councilor

The following Town Officers were present: Tim Frateschi, Attorney for the Town. Ann Oot, Town Manager. Allison Weber, Town Clerk. Jason Cassalia, Police Chief, Tom Poitras, Code Officer.

The following Town Officers Attending Virtually: None

1. Attendees

In-Person Meeting Attendees: Tim Kelly, Fayetteville. RuthAnn Winschel, Manlius. Karen Abyoub, Manlius. Mark Matt, Fayetteville. Tom & Stacy Kinsella, Fayetteville. Joe Messineo, Manlius. Ken Kuntsen, Fayetteville, Jerry Smith, Fayetteville. Amanda Mazzoni, CNYRPDB. Craig Dudczak, Fayetteville. Mike Friend, Manlius. Allan Birnbaum, Fayetteville. Barbara Henry, Fayetteville. Colleen McCoy, Dave Taylor, E. Syracuse. Joseph Silino, E. Syracuse. Erin Trojan, Chittenango. Kyle Letcher, Fayetteville.

Virtual Meeting Attendees: Susan Goldner, Grace DeSantis, Kyle Letcher, Erin Trojan, Janice (no last name given), Kelly Wells, Bill (no last name given), Nicole (no last name given),

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. 6:33 PM Open Podium

Dave Taylor stated work has started on the Bowman Rd. landfill with no communication to anyone in the neighborhood. Mr. Taylor stated that the residents in proximity to the landfill were promised communications about construction and visual screening. Mr. Taylor stated that the residents have not been communicated with about construction or screening. My Taylor stated that he is not sure of the economic value of the project.

Joseph Silino asked if anyone on the Town Board has any concerns about the process that was used during the recent resignation of the Police Chief. Mr. Silino asked if there is a current building permit for the Bowman Rd. landfill.

Barbara Henry, Fayetteville stated the building permit for the construction of the solar array on the landfill site has expired and construction has started. Ms. Henry stated that the construction of the solar array is in violation because of the pending state of appeal. Ms. Henry stated that the neighbors will be filing a cease-and-desist order next week and reaffirmed that the building permit posted is not current.

Erin Trojan, Manlius spoke in favor of the proposed improvements to the Skyridge Water District.

Jerry Smith, Fayetteville requested the Town Board consider removing the remainder of the items off the end of Cleveland Blvd. in the woods.

Karen Ayoub, Manlius requested more transparency from the Town Board and asked that the Town Board consider the speed with which they are moving. Ms. Ayoub stated that there is a large number of important items on the agenda and there needs to be more transparency.

Kyle Letcher, Fayetteville discussed a request for public water on Pierson Rd., Fayetteville.

4. 6:54 PM Recreation Department 2023 Summer Staff for Board Approval

Councilor Italiano made a motion, seconded by Councilor Waters, to approve and hire the 2023 summer recreation employees as presented.

<u>Last</u>	<u>First</u>	<u>Position</u>	<u>Pay 2023</u>
Aldrich	Jaelynn	RecAttendant	\$15.75
Alpert	Danielle	RecAttendant	\$15.75
Amack	Amelia	RecAttendant	\$16.00
Boltman	Patty	Rec Leader	\$17.50
Brumfield	Ki'shon	RecAttendant	\$16.00
Baldwin	Ryder	RecAttendant	\$15.75
Ciotti	Dominick	RecAttendant	\$15.75
Davies	Adaline	Lifeguard	\$20.00
Davies	Gilbert	Lifeguard	\$20.25
DeLaney	Taetum	RecAttendant	\$15.75
Dixon	Jack	RecAttendant	\$16.00
Ferguson	Gracelin	RecAttendant	\$15.75
Ferguson	Jackson	RecAttendant	\$16.00
Filmer	Meghan	RecAttendant	\$16.00
Glade	Meagan	WSI/Recreation Activity Specialist	\$22.00
Hale	Joshua	Sub Lifeguard	\$20.00
Hamilton	Kaleigh	RecAttendant	\$15.75
Hasegawa	Anna	Lifeguard	\$20.00
Hasegawa	Clara	Lifeguard	\$20.00
Hayden	Riley	WSI/Recreation Activity Specialist	\$22.25
Kawa	Evie	RecAttendant	\$15.75

Kelley	Welela	RecAttendant	\$16.00
LaCombe	George	RecAttendant	\$15.75
Law	Mia	Lifeguard	\$20.25
Levy-Scott	Leighton	RecAttendant	\$15.75
Long	Kelly	Rec Leader	\$4,012.50
Long	Patrick	Rec Leader	\$22.00
McDaniel	Wyatt	RecAttendant	\$15.75
Morse	Alison	Lifeguard	\$20.00
Mosher	Lucas	RecAttendant	\$15.75
O'Reilly	Kaitlyn	RecAttendant	\$16.00
Palamara	Madison	WSI/Recreation Activity Specialist	\$22.00
Palamara	Jayne	WSI/Recreation Activity Specialist	\$22.00
Papa	Madeline	RecAttendant	\$15.75
Porter	Jason	WSI/Recreation Activity Specialist	\$22.25
Probst	Stephen	RecAttendant	\$15.75
Rabin	Zachary	RecAttendant	\$15.75
Raymond	Jaden	RecAttendant	\$15.75
Reith	Lynn	Bus Driver	\$20.00
Robbins	Thomas	Rec Leader	\$3,150.00
Rossignol	Riley	RecAttendant	\$16.25
Scheftic	Cassidy	Rec Attendant	\$16.00
Shambaugh	MacKenzie	RecAttendant	\$16.00
Shaughnessy	Gigi	RecAttendant	\$15.75
Smith	Kate	LTS Director	\$3,080.00
Spoto	Stephen	WSI/Recreation Activity Specialist	\$22.00
Stadelmann	Sarah	RecAttendant	\$15.75
Stephenson	Ella	RecAttendant	\$15.75
Walsh	Nick	RecAttendant	\$15.75
Weaver	Julie	RecAttendant	\$16.00
Zilinskas	Amber	RecAttendant	\$16.00
Zingaro	Sydney	RecAttendant	\$16.00
Zullo	Danica	RecAttendant	\$16.00

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

Nayes: 0

All in Favor.

Motion Carries.

5. 7:00 PM Public Hearing – Local Law – Stop Signs on Muscovy Lane

Councilor Denton made a motion, seconded by Councilor Nicholson, to waive the reading of the public notice in the matter of Local Law 2023-8 Amending Chapter 139 Entitled Vehicles and Traffic of the code of the Town of Manlius to install stop signs at the intersection of Muscovy Lane and Widgeon Path and the intersection of Muscovy Lane and Aylesbury Path.

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Italiano, to open the public hearing at 7:00 PM in the matter of Local Law 2023-8 Amending Chapter 139 Entitled Vehicles and Traffic of the code of the Town of Manlius to install stop signs at the intersection of Muscovy Lane and Widgeon Path and the intersection of Muscovy Lane and Aylesbury Path.

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

Nayes: 0 All in Favor. Motion Carries.

With there being no further comments from the public, Councilor Bollinger made a motion, seconded by Councilor Denton, to close the public hearing at 7:01 PM in the matter of Local Law 2023-8 Amending Chapter 139 Entitled Vehicles and Traffic of the code of the Town of Manlius to install stop signs at the intersection of Muscovy Lane and Widgeon Path and the intersection of Muscovy Lane and Aylesbury Path.

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to adopt Local Law 2023-8 Amending Chapter 139 Entitled Vehicles and Traffic of the code of the Town of Manlius to install stop signs at the intersection of Muscovy Lane and Widgeon Path and the intersection of Muscovy Lane and Aylesbury Path.

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

Nayes: 0 All in Favor. Motion Carries.

6. 7:02 PM Town of Manlius Draft Comprehensive Plan – Public Hearing

Councilor Waters made a motion, seconded by Councilor Bollinger, to waive the reading of the public notice in the matter of the Town of Manlius Draft Comprehensive Plan.

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Waters made a motion, seconded by Councilor Bollinger, to open the public hearing at 7:03 PM in the matter of the Town of Manlius Draft Comprehensive Plan.

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

Nayes: 0 All in Favor. Motion Carries.

Tom Kinsella, Fayetteville thanked the Comprehensive Plan Committee for their time and commitment and for putting together the Quarry Advisory Committee. Mr. Kinsella discussed the topics that the plan and the comments focus on, such as making the community more pedestrian friendly, affordable housing, climate smart community and more. Mr. Kinsella discussed the goals that the plan has and stated that if the town really wants to meet those goals, they must have crushed stone. Mr. Kinsella stated that he would like to permit the 250 acres of land and not move on.

Allan Birnbaum, Fayetteville stated his house abuts the quarry and discussed issues regarding ecology that were not discussed in the comprehensive plan.

Craig Dudczak, Fayetteville stated conversations are ongoing between the quarry neighbors and Tom Kinsella.

Tim Kelly, Fayetteville stated the work that has gone into the Comprehensive Plan is extensive. In 2020 it was estimated to take nineteen months to complete with a budgeted amount of \$150,000. Mr. Kelly asked, since the project took much longer than expected, how much had been spent to date? Councilor Bollinger stated that she would provide those numbers.

Dave Barnwell, Manlius asked if the Town has communicated with the schools regarding the proposed development in the community that would impact on the student numbers. Mr. Barnwell discussed the importance of working with the school district to ensure the school system can support increased student numbers due to housing developments.

The public hearing for the Comprehensive Plan will be held open until July 12, 2023.

7. 7:25 PM Climate Action Plan – Set Date for a Public Hearing

Amanda Mazzoni from the Central New York Regional Planning and Development Board (CNY RPDB) gave a presentation for the draft Climate Action Plan for the Town.

Councilor Kriesel made a motion, seconded by Councilor Denton, to set a date for a public hearing on July 12 at 6:35 PM to consider adopting the Draft Climate Action Plan for the Town of Manlius as presented.

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

Nays: 0

All in Favor.

Motion Carries.

8. 7:53 PM Skyridge Water District Improvement Project – Ratify Set Date for a Public Hearing and Skyridge Water District Extension #1 (Clear Path for Veterans) – Set Date for a Public Hearing

The Town Board discussed the goals and potential funds for the Skyridge Water District Improvement Project.

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to set a date for a public hearing on July 12th at 6:35 PM for the purpose of considering a proposed increase and improvement of the facilities, pursuant to Town Law § 202-b, of the Skyridge Water District

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

Nays: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to set a date for a public hearing on July 12th at 6:35 PM pursuant to Article 12-a of Town Law to consider extending the Skyridge Water District (the “Skyridge Water District Extension No. 1.”)

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

Nays: 0

All in Favor.

Motion Carries.

9. 8:25 PM Set Date for a Public Hearing – Proposed Local Law to Amend Chapter 127 of the Town of Manlius Code (Subdivision) to Clarify that Each Individual Subdivided Lot Shall Directly Tie into Public Water Available to Such Lot.

Attorney Frateschi reviewed the draft local law and stated that this proposed amendment will further clarify the original amendment.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to set a date for a public hearing on July 12 at 6:35 PM, to consider adopting a proposed local law, amending chapter 127 entitled “subdivision” to further amend Section 127-26(A)(1)(i) pertaining to water connections on newly subdivided lots.

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

Nays: 0

All in Favor.

Motion Carries.

10. 8:26 PM Road Abandonment (Hammerhead 5789 Tilton Rd., East Syracuse NY)

Attorney Frateschi discussed the proposed road abandonment.

Colleen McCoy asked if the road would still be maintained by the Town.

Councilor Kriesel made a motion, seconded by Councilor Italiano, to authorize the abandonment and discontinuance of an obsolete turnaround that was never built located at 5789 Tilton Road as outlined in the resolution prepared by the Attorney for the Town.

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

Nays: 0

All in Favor.

Motion Carries.

11. 8:32 PM Replacement of Air Conditioning Unit - TMPD

Councilor Waters made a motion, seconded by Councilor Nicholson, to select and accept Doug Mapstone Inc.’s proposal – Option #2 - to install a replacement A/C Unit at the Town of Manlius Police Department and authorize the Supervisor to sign the proposal as presented.

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

Nays: 0

All in Favor.

Motion Carries.

12. 8:37 PM Councilor Nicholson – New Town Committee – Manlius Watershed Stewards

Councilor Nicholson gave an overview of Manlius Watershed Stewards and their goals to monitor and collect actionable data from the watersheds in Manlius.

13. 8:39 Freedom of Information Law (FOIL) Software

Town Clerk Weber stated that a committee of herself, Town Supervisor John Deer and Deputy Town Clerk Debi Witzel have selected a software vendor for FOIL software from 3 quotes. Town Clerk Weber recommended the Town select JustFOIA.

Councilor Denton made a motion, seconded by Councilor Italiano, to select JustFOIA as a vendor for FOIL Software for the Town of Manlius.

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

Nays: 0

All in Favor.

Motion Carries.

14. 8:43 PM LaBella Associates

Councilor Italiano made a motion, seconded by Councilor Nicholson, to declare LaBella Associates, 300 State Street, Suite 201, Rochester, NY 14614 Town Engineer, effective July 1, 2023 as amended.

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

Nays: 0

All in Favor.

Motion Carries.

15. 8:45 PM Approval of Minutes – June 14, 2023

Councilor Italiano made a motion, seconded by Councilor Denton, to approve the June 14, 2023, minutes as presented by Town Clerk Weber.

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

Nays: 0

All in Favor.

Motion Carries.

16. 8:46 PM Approval of Abstract # 12

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve Abstract # 12 in the amount of \$ 513,550.76 as submitted by Town Clerk Weber.

Abstract # 12 - 2023		
CODE	FUND	TOTALS
A	General Fund Townwide	\$54,035.96
B	General Fund Town	\$3,924.30
DA	Highway Fund Townwide	\$37,545.42
DB	Highway Fund Town	\$88,311.89
CM3	Sustainable Manlius	\$2,000.00
SD1	Consolidated Drainage #1	\$85,000.00
SL1	Overhead Lighting	\$4,270.62
SL2	Underground Lighting	\$2,175.98
SL3	Entry Lighting	\$104.15
SL4	Garden Park Lighting	\$663.47
SL5	Ratnaur Bridge Lighting	\$2,396.47
SR1	Manlius Trash District	\$205,581.50
SR2	Manlius Res Brush District	\$25,187.50
TA2	Trust & Agency - Other	\$2,353.50
	Total	\$513,550.76

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

Nays: 0 All in Favor. Motion Carries.

17. Adjournment

By motion made by Councilor Italiano and seconded by Councilor Bollinger, the Board voted unanimously to suspend the public portion of the meeting at 8:47 PM to enter executive session to discuss pending litigation.

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

Nays: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

EXECUTIVE SESSION MEETING MINUTES

Executive Session
June 28, 2023

Councilor Kriesel made a motion, seconded by Councilor Italiano, to adjourn the executive session at 8:51 PM.

7/11/2023 4:00 PM

A/P Direct Item Register

PAGE: 4

PACKET: 13267 Abstract # 13 07/12/23

VENDOR SET: 01 Town of Manlius

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	219,223.67
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	219,223.67
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2023	999-1.390	Due From Other Funds	219,223.67 *					
	A00-2.600	Pooled Accounts Payable	182,159.81-*					
	A00-2.690	Overpayments and Clearin	8,272.00					
	A00-5.1220.400	Supervisor - Contractual	3,333.00	10,000	13,370.60- Y	71,600	15,136.84	
	A00-5.1620.421	Buildings - Phone	45.30	14,000	6,845.11	477,873	312,813.75	
	A00-5.1620.424	Buildings - Internet	119.00	2,500	1,087.68	477,873	312,740.05	
	A00-5.1620.430	Buildings - Cleaning	126.25	16,560	6,930.97	477,873	312,732.80	
	A00-5.1640.410	Central Garage - Gasolin	4,811.56	100,000	47,777.03	104,500	51,246.78	
	A00-5.1670.407	Central Printing - Copie	657.87	6,800	1,995.90	64,100	34,294.03	
	A00-5.3120.461	Police - Accreditation	1,406.00	40,461	23,954.24	669,227	473,125.11	
	A00-5.3120.465	Police - Forensic	1,184.00	44,828	33,307.71	669,227	473,347.11	
	A00-5.9055.800	Disability Insurance	494.87	5,800	3,752.27	5,800	3,752.27	
	A00-5.9060.800	Health Insurance	161,709.96	2,095,745	932,522.20	2,095,745	932,522.20	
	B00-2.600	Pooled Accounts Payable	6,841.90-*					
	B00-5.3620.410	P & D - Engineer	1,467.38	30,000	25,716.36	57,550	10,317.51	
	B00-5.8020.410	Planning - Engineer	537.00	15,000	9,177.46	37,020	23,681.36	
	B00-5.9055.800	P & D - Disability Insur	20.91	250	103.13	250	103.13	
	B00-5.9060.800	P & D - Hospital & Medic	4,816.61	59,567	25,850.73	59,567	25,850.73	
	DA0-2.600	Pooled Accounts Payable	27,879.00-*					
	DA0-5.9060.800	Hospital & Medical Insur	27,879.00	192,693	48,710.76	192,693	48,710.76	
	DE0-2.600	Pooled Accounts Payable	181.22-*					
	DE0-5.9055.800	Disability Insurance	181.22	1,100	552.08	1,100	552.08	
	SR1-2.600	Pooled Accounts Payable	185.87-*					
	SR1-5.9060.800	Hospital & Medical Insur	185.87	2,795	1,493.91	2,795	1,493.91	
	SR2-2.600	Pooled Accounts Payable	185.87-*					
	SR2-5.9060.800	Hospital & Medical Insur	185.87	2,795	1,493.91	2,795	1,493.91	
	TA2-2.600	Pooled Accounts Payable	1,790.00-*					
	TA2-2.851	Engineering Deposits	1,790.00					

** 2023 YEAR TOTALS 219,223.67

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023-2024	A00-1.380	Accounts Receivable	226.67						
	A00-2.700	Rec Dept Clearing Acct	24,648.69						
	A00-5.1010.400	Town Board - Contractual	2,346.00	22,500	31,225.94-	Y	28,000	28,222.48-	Y
	A00-5.1110.403	Justices - Associations/Due	175.00	675	450.00		9,903	8,071.98	
	A00-5.1220.400	Supervisor - Contractual	19.80	10,000	10,037.60-	Y	71,600	18,469.84	
	A00-5.1220.401	Supervisor - Office Suppli	62.96	3,000	1,493.37		71,600	18,469.84	
	A00-5.1220.402	Supervisor - Seminar/Confe	4,420.47	7,000	2,396.96-	Y	71,600	18,469.84	
	A00-5.1330.402	Receiver of Taxes - Semina	643.76	1,015	271.24		7,787	5,372.39	
	A00-5.1355.400	Assessors - Contractual	658.52	1,100	392.24		42,000	8,532.02	
	A00-5.1355.401	Assessors - Office Supplie	868.73	2,300	1,397.78		42,000	8,532.02	
	A00-5.1355.403	Assessors - Associations/D	48.00	800	902.00		42,000	8,532.02	
	A00-5.1410.403	Town Clerk - Association/D	85.00	371	768.45		11,516	6,498.97	
	A00-5.1410.408	Town Clerk - Printing/Ads	69.11	1,200	315.86		11,516	6,498.97	
	A00-5.1620.400	Buildings - Contractual	186.98	6,500	1,717.60		477,873	312,859.05	
	A00-5.1620.405	Buildings - Information Te	878.96	389,763	262,068.66		477,873	312,859.05	
	A00-5.1620.424	Buildings - Internet	93.84	2,500	1,206.68		477,873	312,859.05	
	A00-5.3120.400	Police - Contractual	2,810.63	46,781	33,881.57		669,227	474,531.11	
	A00-5.3120.401	Police - Office Supplies	410.59	15,285	10,482.05		669,227	474,531.11	
	A00-5.3120.402	Police - Seminars/Conferen	3,086.43	32,225	19,853.09		669,227	474,531.11	
	A00-5.3120.405	Police - Info Tech/Electro	409.96	12,750	5,945.58		669,227	474,531.11	
	A00-5.3120.412	Police - Vehicle Repair	16,996.29	119,236	68,220.99		669,227	474,531.11	
	A00-5.3120.421	Police - Phone	558.83	31,820	21,170.51		669,227	474,531.11	
	A00-5.3120.423	Police - Security Service	30.00	420	359.90		669,227	474,531.11	
	A00-5.3120.425	Police - Building Maintena	92.00	2,650	7,167.14-	Y	669,227	474,531.11	
	A00-5.3120.446	Police - Maintenance Contr	1,404.99	63,651	33,158.02		669,227	474,531.11	
	A00-5.3120.447	Police - Vehicle Lighting	10,063.83	0	2,142.87		669,227	474,531.11	
	A00-5.3120.448	Police - Uniforms & Cleani	2,170.20	68,879	51,727.61		669,227	474,531.11	
	A00-5.3120.462	Police - Community Relatio	42.91-	4,550	3,766.18		669,227	474,531.11	
	A00-5.3120.464	Police - Protection Gear	1,617.35	59,042	47,303.36		669,227	474,531.11	
	A00-5.3120.465	Police - Forensic	64.94	44,828	34,491.71		669,227	474,531.11	
	A00-5.5010.402	Sup of Highways -Confernce	134.00	1,600	1,655.14		27,650	27,705.14	
	A00-5.5132.425	Garage - Garage/Bldg Maint	41.84	295,500	260,009.08		409,431	353,274.96	
	A00-5.5132.426	Garage - Dumpster	481.89	6,136	2,762.77		409,431	353,274.96	
	A00-5.5132.430	Garage - Cleaning/Bathroom	601.43	3,500	2,216.06		409,431	353,274.96	
	A00-5.7310.401	Recreation - Office Suppli	218.04	1,275	800.91		91,419	48,441.75	
	A00-5.7310.408	Recreation - Printing & Ad	19.99	3,779	3,791.92		91,419	48,441.75	
	A00-5.7310.410	Recreation - Program Expen	10,639.77	66,650	35,660.83		91,419	48,441.75	
	A00-5.7310.415	Recreation - Mileage	139.91	1,845	1,336.54		91,419	48,441.75	
	A00-5.7310.421	Recreation - Phone	140.58	1,550	1,278.88		91,419	48,441.75	
	DA0-5.5130.411	Machinery - Vehicle Expens	943.01	140,000	78,657.42		231,591	137,099.72	
	DA0-5.5130.447	Machinery - Shop Supply/St	355.11	10,200	1,359.93		231,591	137,099.72	
	DA0-5.5140.490	Brush & Needs - Contractu	3,174.00	65,000	58,904.00		73,625	66,689.57	
	DA0-5.5142.447	Snow Removal - Shop Suppli	44.55	37,891	29,814.83		744,920	739,053.27	
	DA0-5.5142.448	Snow Removal - Uniforms/Cl	1,387.64	15,000	7,527.32		744,920	739,053.27	
	DA0-5.5142.470	Snow Removal - Materials	1,419.00	480,430	474,367.50		744,920	739,053.27	

** G/L ACCOUNT TOTALS **

LR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
				BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	DB0-5.5110.430	General Repairs - Stop Che	2,243.00	7,500	5,257.00	1,452,190	706,738.51
	DB0-5.5110.473	General Repairs - Road Too	93.82	1,000	965.03	1,452,190	706,738.51
	DB0-5.5110.474	General Repairs - Tires	3,475.92	5,500	2,124.08	1,452,190	706,738.51
	DB0-5.5110.475	General Repairs - Road Rep	178,384.65	855,832	569,118.32	1,452,190	706,738.51
	DB0-5.5110.478	General Repairs - Drainage	1,076.24	43,575	21,893.29	1,452,190	706,738.51
** 2023-2024 YEAR TOTALS **			280,120.61				