Agenda
Town Board Meeting
March 27, 2028
6:30 PM

1. Virtual Meeting Instructions - March 27, 2024

   Documents:

   3-27-24 TOWN BOARD MEETING INSTRUCTIONS.PDF

2. Pledge Of Allegiance
3. Open Podium

   - Discussion of McClennan Parking Issue

4. Appointment Of Town Council
5. Unsafe Building - 6602 Fremont Rd (Tax Map # 045.-02-02.0)
6. Manlius Watershed Stewards Committee Updates
7. Syracuse Metropolitan Transportation Council Updates
8. Earth Month Proclamation

   Documents:

   PROCLAMATION_ EARTH MONTH IN THE TOWN OF MANLIUS.PDF

9. Town Of Manlius Police Department - Approval To Declare 18 Motorola XTS 2500 Mobile Radios Surplus And Sell Surplus Radios

   Documents:

   PD - SURPLUS AND SELL.PDF

10. Highway Department - Approval To Purchase Road Paint From The NYS Contract
11. Liaison Appointments

    Documents:

    COMMITTEES AND LIAISON TO COMMITTEES.PDF
    2024 DEPARTMENT LIAISONS.PDF

12. Approval Of 2024 EarthFest Budget

    Documents:

    2024 EARTHFEST BUDGET.PDF

13. LaBella GIS Services Proposal

Documents:

LABELLA PROPOSAL FOR GIS MAPPING PROGRAM.PDF

14. Authorizing Resolution And Certificate Of Incorporation For LDC - Manlius Redevelopment Corporation

    Documents:

    AUTHORIZING RESOLUTION - MANLIUS REDEVELOPMENT CORPORATION.PDF
    CERTIFICATE OF INCORPORATION.PDF

15. Payment In Lieu Of Taxes Agreement For Solar Energy Systems Pursuant To Real Property Tax Law § 487 - Solar Array Located At 7869 Peck Road

    Documents:

    WARNER SOLAR PILOT.PDF

16. Manlius Pro-Housing Pledge Resolution

    Documents:

    MANLIUS PRO HOUSING PLEDGE RESOLUTION.PDF
    MANLIUS PRO HOUSING LETTER.PDF

17. Agreement With LaBella For Work At Perry Springs

    Documents:

    ONONDAGA_COUNTY_PERRYS_SPRINGS_STUDY_FUNDING_AGREEMENT.PDF

18. Conflict Waiver From Harris Beach

    Documents:

    WAIVER OF CONFLICTS - TOWN OF MANLIUS.PDF

19. Approval Of Minutes - March 13, 2024

    Documents:

    3-13-24 DRAFT.PDF

20. Approval Of Abstract # 6

    Documents:

    ABSTRACT 6.PDF

21. 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

Town of
MANLIUS
New York

March 27, 2024

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/88596160440?pwd=eEp2N2F6THZZQkRIU21IRU1GTFhDUT09

Password to join when prompted:

Password: **980250**

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: 885 9616 0440

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

Password: **980250**

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

Proclamation: Earth Month in the Town of Manlius

Whereas, the Town of Manlius recognizes the significant challenges posed by climate change, which threaten our planet's ecosystems, biodiversity, and the well-being of all living beings; and,

Whereas, in 2023, the Town of Manlius demonstrated its commitment to climate action by writing and adopting the Climate Action Plan, outlining strategies to reduce greenhouse gas emissions, enhance energy efficiency, and promote sustainability across our community; and,

Whereas, in furtherance of our commitment to renewable energy and sustainability, the Town of Manlius successfully completed the development of the 2.45 MW community solar project on the town's retired landfill, demonstrating innovative solutions for clean energy generation and land reuse; and,

Whereas, Earth Day serves as a poignant reminder of the critical need to prioritize climate action and work towards a sustainable and equitable future for all; and,

Whereas, the Town of Manlius is committed to leading by example in combating climate change, promoting energy efficiency, and advocating for policies that support environmental protection and climate resilience; and,

Whereas, to honor Earth Day and underscore the importance of climate action, we proudly declare the month of April as Earth Month in the Town of Manlius, dedicating ourselves to raising awareness, fostering environmental stewardship, and advancing sustainable practices; and,

Whereas, as part of our Earth Month celebrations, we are thrilled to announce the 4th annual EarthFest, to be held on May 4th, 2024, at Canal Landing Park in Fayetteville, where we will gather to not only celebrate our planet's beauty but also to reaffirm our commitment to combat climate change and protect our environment for future generations;

Now, therefore, be it proclaimed that the Town of Manlius recognizes April as Earth Month and encourages all residents to participate in EarthFest on May 4th, 2024. Let us unite in our efforts to address climate change, protect our planet's precious resources, and build a sustainable and resilient future for all.

Town of Manlius Police Department

Memorandum

Date: March 15, 2024
To: Chief Cassalia
From: Captain JT Slater
Regarding: Sale of surplus portable radios

In conjunction with Town of Manlius Police Department General Order #203, "Fiscal Management" and NYS law, there are (18) Motorola XTS 2500 mobile radios that I am requesting be removed from departments fixed asset inventory and sold to United Radio, who has agreed to provide us with a credit of $110.00 per radio, for a total of $1880.00. These are amongst the radios we intended to auction to Sunny Communications in August of 2022, however they were unable to be deprogrammed and Sunny now no longer wants them. As such, Untied Radio is our best option I have found.

Committee	Chairperson	Member
Budget & Finance	Katelyn Kriesel	William Nicholson
Economic Development	Katelyn Kriesel	Mike Nesci
Police Committee Secretary: Allison Weber	Elected by Committee	William Nicholson Jason Cassalia Dan Kinsella Tom Pilewski Bobby Schepp Mike Nesci
Tree Commission Secretary: Monica Van Auken	Alissa Italiano Stephanie Guereschi	Heather Waters Chris Manchester Anne Young
Critical Response Committee		Alissa Italiano Mike Nesci With Villages, F-M, ESM, J-D, Railroad, Police, Dewitt, Onondaga County etc.
Sustainable Manlius	Katelyn Kriesel	Mike Nesci Ingrid Gonzalez-McCurdy
Engineering & Stormwater	Sara Bollinger	John Deer Tom Poitras Ann Oot Rob Cushing Steve Calcerinos
Watershed Stewards	William Nicholson Mary O'Reilly – Community Chair	Sara Bollinger Jessica Ecklin Don Gates Steve Weiter George Lorefice

2024 Department Liaisons

Assessor	William Nicholson
Highway	Sara Bollinger
Planning & Development	Katelyn Kriesel
Police	William Nicholson
Recreation	Alissa Italiano
Town Clerk	Mike Nesci
Receiver of Taxes	William Nicholson
Town Manager	Ingrid Gonzalez-McCurdy
Fire & EMS	Mike Nesci
Comptroller	Sara Bollinger
Deer Management	William Nicholson

EarthFest 2024 Budget							
Category	**Item**	**2024 Budget**	**2024 Actual**	**Difference**	**2023 Budget**	**2023 Actual**	**Difference**
Entertainment	Music/Sound Equipment	600.00			1,100.00	500.00	(600.00)
Marketing	Digital and Print Advertising	550.00			1,100.00	500.00	(600.00)
Marketing	Printed Flyers	200.00			200.00		(200.00)
Marketing	Radio	4,000.00			3,700.00	3,700.00	-
Marketing	Signs/Banner/Flags/Flagpole Rings	1,350.00			650.00	1,265.50	615.50
Marketing	Wooden Tokens	200.00			200.00		(200.00)
Operations	Bus Driver	150.00			150.00		(150.00)
Operations	Children's Activities	250.00			250.00		(250.00)
Operations	Food Truck	900.00			900.00		(900.00)
Operations	PortaPotti rental/Hand wash station	750.00			750.00	625.00	(125.00)
Operations	Prizes	250.00			250.00		(250.00)
Operations	Tables and Chairs	200.00			200.00		(200.00)
Operations	Canopy/Tent	300.00				161.99	161.99
Supplies	Earth Ball	450.00			425.00	417.10	(7.90)
Supplies	Supplies - Children's Activities	250.00			250.00		(250.00)
Supplies	Supplies - General	650.00			250.00	602.80	352.80
Supplies	Supplies - Volunteer	700.00			625.00	688.00	63.00
							-
							-
		$11,750.00	**$0.00**	**$0.00**	**$11,000.00**	**$8,460.39**	**-$2,539.61**

EarthFest 2023 Budget			
Category	**Item**	**Estimated Expense**	
Entertainment	Music	$1,100.00	$250.00
Marketing	Digital and Print Advertising	$1,100.00	
Marketing	Printed Flyers	$200.00	
Marketing	Radio	$3,700.00	
Marketing	Signs	$650.00	
Marketing	Wooden Tokens	$200.00	
Operations	Bus Driver	$150.00	
Operations	Children's Activities	$250.00	
Operations	Food Truck	$900.00	
Operations	Porta-potti rental	$750.00	
Operations	Prizes	$250.00	
Operations	Tables and Chairs	$200.00	
Supplies	Earth Ball	$425.00	
Supplies	Supplies - Children's Activitie	$250.00	
Supplies	Supplies - General	$250.00	
Supplies	Supplies - Volunteer	$625.00	
		$11,000.00	

LaBella
Powered by partnership.

March 24, 2024

John Deer, Town Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

Re: Proposal for Professional Services
GIS Mapping Program
Town of Manlius, Onondaga County, New York

Proposal No.: 2304103

Dear Supervisor Deer:

LaBella Associates, DPC (LaBella) is pleased to submit this proposal to provide professional services relative to assistance with development of a town-wide GIS Mapping Program. Our proposal will include coordination with Esri to implement the Town's ArcGIS Online Organizational Platform, consolidation of existing GIS data & resources in the Town, and development of a desktop and web-based GIS program within the Town. We will also provide technical assistance with the program throughout implementation, and on a continuing basis as requested by the Town. Please find our current project understanding, scope of services and associated fee schedule below.

DATA INTELLIGENCE GROUP

esri ArcGIS System Ready Specialty

LaBella's Data Intelligence Group is a strong, multi-disciplinary team of GIS professionals, providing innovative, technology-based solutions to our clients and projects. Our expertise is broad, including database development, application programming, GIS & geospatial analysis and data visualization. We have extensive experience scoping, designing, managing, and implementing a wide variety of GIS and IT centered projects over many different disciplines. LaBella is an Esri Silver Business Partner. We work closely with Esri to be well positioned to offer our clients the very best and latest technology. LaBella is also an "ArcGIS System Ready Specialty" partner, recognized for our skillsets in developing custom solutions for clients, and assisting clients with Enterprise implementations.

esri Partner Network Silver

PROJECT UNDERSTANDING

It is our understanding that the goal of this project is to work with the Town of Manlius to implement an Enterprise ArcGIS-based asset mapping program, with integration of existing Town data, as well as other resources from Onondaga County, New York State, and elsewhere, into a desktop and web-based GIS program. Furthermore, it is our understanding the Town requires the following:

- **DETAILED DEPARTMENTAL NEEDS ASSESSMENT:** Specific discussions with each of the key departments in the Town are needed to clearly understand and define the specific needs of each department and user. This will help develop detailed information on which applications, layers, and attributes are priority, rather than to just starting using general ideas. The results of this will drive a detailed implementation of GIS within the community.

- **ENTERPRISE GIS DATABASE DEVELOPMENT:**
    - Compilation of the Town utility mapping layers created above, to create an Enterprise Geodatabase. This will be used as a basis to publish an Esri ArcGIS Online web app, to provide staff access to these data.
    - Assist in locating additional map layers from other sources that could also benefit the Town of Manlius map, such as parcels from Onondaga County, New York State GIS program layers, wetlands, etc.
    - Field data collection by Town personnel, with automatic update on the ArcGIS Online program, so that everyone can track progress. Consultant will coordinate with Esri and the Town of Manlius to coordinate the purchase of appropriate GIS licenses, and software implementation. (Refer to Phase 01).

- **ENTERPRISE GIS APPLICATIONS**. Consultant will utilize the data and requirements above to develop web mapping application(s) for the Town, expected to include a tool internal to Town staff that has a comprehensive set of GIS tools and data, as well as a public facing map to provide information to constituents. There will likely be additional desktop, web, and mobile applications developed per the detailed departmental needs. ArcGIS Pro desktop maps for LiDAR/slope analysis, or ArcGIS Field Maps or Survey123 forms for field data collection.

SCOPE OF SERVICES

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to Schedule and Fee Summary table enclosed at the end of this proposal for the costs and time schedules associated with each task.

Phase 01 – Detailed Departmental GIS Needs Review. ***Determine and prioritize which GIS data layers are key to begin the program, which applications will be implemented, and identify key staff.***

Scope - LaBella's Data Intelligence Group will begin this GIS effort with a deep dive investigation of current capabilities, and desired needs, for each participating department. This will ensure that we have more specific detailed information on needs by each user group. To initiate this part of the discussion, we will schedule a specific in-depth meeting of an hour or two with individual departments. These meetings will allow us to focus on each specific department on an individualized basis. Topics will include:

- Existing GIS capabilities, if any.
- Existing GIS data and/or applications that are currently being used by the department.
- GIS needs within the department that aren't being met yet.
- Collaborations with other departments.
- Identify an order of priority on data and applications to be developed.

We would strive to schedule these meetings within a short period of time, over a couple weeks, so that we can quickly develop a plan moving forward. We assume up to 3 trips, assuming that we could schedule multiple 1-2 hour meetings per day.

Deliverable: A brief document outlining the results of these departmental meetings, summarizing specific application and data needs for each group, and how they would coordinate, and a suggested path forward for the additional phases of implementation. The document will be a road map to Phase 02, which is the implementation plan for 2024, with level of effort estimates on each component, to ensure priorities fall within the Town's allocated budget.

Assumptions: Town of Manlius will assist by identifying the key departments, and suggested staff within each to coordinate with and will assist with scheduling.

Phase 02 – GIS Implementation. ***Preparing a Template GIS Database and developing application capabilities.***

Scope – Based on our expertise from previous work, as well as the results from Phase 01, we will work with the Town to develop a prototype Esri Enterprise Geodatabase, with a database schema of appropriate spatial layers for its ArcGIS Online mapping program. It is anticipated that this will begin on LaBella's ArcGIS Online mapping program, and then migrated to Manlius' new Esri licenses when that becomes available. The list below describes what would typically be part of a GIS implementation, but we will refine this based on results of the preliminary assessment. The list below also includes the possibility for additional GIS tools not falling into the first seven main categories.

1. **Identify Town GIS Feature Class List.** Define the list of town assets to be mapped (water system, sewer, zoning, etc.). LaBella will create this geodatabase in a manner that adheres to industry standard GIS mapping practices and evaluate the feasibility of utilizing industry standard database schema (such as the Utility Network for example). This should be any existing data from any Town department from past GIS initiatives, but also include a 'wish-list' of layers that we wish to begin, even if they don't exist yet. The details for this list will be identified in Phase 01.

2. **Identify Town GIS Attribute Set.** For each layer identified above, we need to determine what attributes need to be captured (i.e., for hydrants, information like hydrant make, year installed, number of turns to close valve, etc.). The details for this list also will be identified in Phase 01.

3. **Identify Additional Outside Agency GIS Layers.** Identify additional layers of interest (Onondaga County parcels, streets, waterways, flood zones, etc.). These additional basemap layers are provided and maintained by other agencies such as the County, State, Esri, etc., but will provide additional value to the Town. These are not layers that LaBella or the Town would update and maintain, but would periodically receive updates via the owning agency. Ideally it would be possible to reference these layers directly whenever possible, through something such as an ArcGIS REST endpoint, but where that is not possible, we will help the Town come up with a periodic task for obtaining and updating these shapefiles.

4. **Publish ArcGIS Online GIS Webmap(s).** Utilize Esri ArcGIS Pro to publish a map with these features. We will use this online set of Feature Layer(s) to create a custom Web App for the Town utilizing Experience Builder. This will serve as a starting point for the Town that will be implemented, early in the project, even if not all of the layers are available yet. Those layers can be added to the site as a template layer to be completed later. It's anticipated that at the very least the Town will have two different webmaps to serve different purposes:

    a. Public Facing: An Esri web map for the purposes of sharing information with the Town's constituents
    b. Private Facing: A Webmap internal to the Town, that would contain additional information that is not for public consumption, but still would be useful to Town departments Access to these sites would be protected by password and limited to Town set up with the Town's new arrangement with Esri.
    c. As time goes on, it may become useful to have additional webmaps internally (or externally) devoted to a specific issue (DPW only internal Webmap for example, or an external site specifically to assist Town residents find polling places, for example). Should maps like this become necessary, this framework readily allows for additional maps. Some of these needs may also

be identified in Phase 01 and developed, if necessary, here in the project.

At this point in the project, should Manlius' engagement with Esri not be ready, we can develop a prototype on the LaBella server, and then migrate the results to the Town of Manlius' Esri organizational instance when it's ready. The Town would be able to see their online map and interact with it, even if the Town asset layers are still blank templates (to be filled in throughout the GIS program – see Phase 02)

5. **Esri Account Discussion.** LaBella will facilitate a discussion with the Esri Local Government team to discuss what levels and numbers of Online licenses from Esri are most appropriate for the Town. The initial meeting with Christopher Bast of the local government team has already taken place. Once Manlius' ArcGIS Online is activated, we will migrate the online data from ours to your cloud instance. This step does not preclude work beginning on this project. Our team can begin work using LaBella's Esri ArcGIS Online organizational account until your agreement with Esri is ready, and then perform a migration. We will work with Esri and the Town to identify the most suitable software licensing level.

6. **Existing Record Capture**. If needed, LaBella can assist with the conversion of record drawings into GIS data, usually depicting utility assets. LaBella could assist in processing these maps by:

    a. Scanning maps into an image format (with the Town's assistance)
    b. Georeferencing maps into a local projection system such as Central New York State Plane
    c. Digitizing/Tracing features into the feature classes created above.
    d. Working with town staff if desired to train on how to continue this process.

7. **Field Work Management**. If needed, LaBella can also assist with the set up and data capture of additional town assets, typically utilities, in the field. We will set up the process using a combination of Esri software (ArcGIS Pro, Online, Field Maps, and Survey 123) and hardware such as a Bluetooth GNSS enabled device such as an Arrow Gold. LaBella can, as part of this effort, recommend an appropriate GNSS receiver for the Town to purchase. We are also able to assist in training staff on device usage. LaBella could participate in actual field verification if needed, but it may be more cost effective to train other individuals to do the actual work, with guidance, such as LaBella Syracuse interns, Town interns, or college students from local programs such as from S.U., SUNY ESF, Hobart, etc. The specific set of steps to complete this phase are anticipated to be as follows:
    a. **ArcGIS Online Tools for Sharing GIS Maps.** For field review to be completed, the Town will need to have an ArcGIS Online map, depicting all the Town asset layers. This step should have already been completed. At this point in the

project, this will be a review to make sure that the map has all the features required to also serve as a field review tool.

b. **ArcGIS Field Data Tools.** LaBella will set up data collection tools using Esri Field Maps and Esri Survey123. Field Maps is commonly used for simple data entry tasks, and for basic attribute entry. For feature classes with more complex data entry needs, we utilize Survey123. These applications will allow users to review data that has been converted while in the field, but also to collect and attribute new data while in the field. That data can then be reviewed and enhanced, if necessary, by Town and LaBella staff on their desktops, since it would be connected via ArcGIS Online.

c. **Field Work Planning.** LaBella will work with the Town to prepare a field work plan. This will first include the identification of staff that will participate. At this point we are anticipating a mix in this effort between LaBella staff, possibly LaBella interns, and Town staff, with oversight for the effort provided by the LaBella Data Intelligence group. This effort will be ongoing where possible to verify data that has been collected, and to collect new data.

8. **Additional Needs**. There are many ways that an Enterprise GIS program can contribute to a municipality. During Phase 01, and additional implementation, such a need that does not fall into the categories above may present itself. Such needs can still be accomplished as part of Phase 02. LaBella can describe and scope these, and provide a level of effort, to ensure that work falls within the Town's budget for the year.

Deliverables – Based on the specific GIS needs discovered at the start of this project in Phase 01, the deliverable will be to prioritize identified GIS items for the year that can be accomplished within the Town's budget. This will likely include the general categories of assistance setting up the new Esri licenses, GIS data creation and management, web application development, existing data capture and field data collection assistance.

Assumptions – This estimate includes the cost to design and develop GIS templates for the Town's existing data. We will also integrate GIS layers from external agencies that will provide use for the Town (such as parcel data from the County, street layers from NY State, etc.). This cost assumes that such layers can be very easily integrated or referenced and does not include any large-effort manipulation or update of these outside datasets. Data that is collected that includes the entire Town including Villages will of course be included. No data specifically relate to Village assets will be collected during this phase, but will be considered for future add-ons to this project.

Esri Software Licensing – Any additional cost for Esri licensing incurred by the Town is not included in this cost estimate. LaBella can however facilitate discussions with the Esri Local Government team early in the project to help provide an understanding of the annual cost to the Town for licensing Esri's GIS software and assist in implementing the licensing.

Licensing to be acquired during this project will be dedicated to the Town but there does exist the possibility to expand to the Villages in the future via an Enterprise agreement.

Phase 03 – Project and Program Management. *Assisting The Town with GIS Program Management.*

Scope – This phase is ongoing through the project and provides for project management time to ensure the project is going smoothly, and to provide for a QA/QC review of data and application products. It also provides time if desired to assist the Town with GIS Program management, allowing for time to meet with other stakeholders, develop presentations and updates on project process, and work with Esri on any additional initiatives if needed.

Deliverables – Project management time as well as additional program management support to the Town as needed.

Assumptions – Like other phases this is an hourly phase, which can be allocated to other Phase 02 if hours are not needed at the level suggested in the fee below.

PROJECT CONCLUSION

At the conclusion of this project, Manlius will have the following:

1. A thorough understanding of their GIS needs through an initial detailed review with each Department.
2. A working, active Esri ArcGIS organizational license.
3. Existing GIS data integrated into a central GIS Enterprise Geodatabase.
4. Web Mapping application to the public if desired, as well as internal tools (desktop ArcGIS Pro, and online ArcGIS Web Apps) to manage asset information.
5. Desktop software set up for appropriate higher-level users at the Town.
6. Data capture (paper and field data) protocols, as needed.
7. Other identified priorities.

The project is designed as a starting point, that can readily integrate any additional subject matter that Manlius would like to add to its GIS program in the future.

PROPOSED FEE

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month on an hourly basis, and are payable upon receipt. The exact nature of GIS development is not scoped out until further discovery. For this reason, we recommend an hourly structure, with a total not-to-exceed amount, based on a typical implementation of this scope. For any

subtasks that arise during the contract, we are happy to provide a scope and fee for Town approval before commencement.

These proposed fees are flexible, and open to modification, based on findings of effort once the project begins. The proportion of time spent on each phase may vary depending on observations once we begin, but this is a best estimate on the relative levels of each effort. The total amount of scope in Phase 02 can be adjusted up or down based on Town needs and budget availability. If there are any questions, please do not hesitate to reach out – our group is flexible and can adapt as needed to each clients' needs!

Direct charges such as tools and mileage will also be billed to the appropriate phase of this project for travel related costs.

RATE SCHEDULE	
Labor Category	**Rate**
GIS Group Leadership	$145
GIS Specialist	$120
Junior GIS Specialist	$90

GIS SERVICES BY PHASE		
Phase	**Estimated Hours**	**Cost**
1- Detailed Departmental Needs Review	88	$10,360
2- GIS Implementation	840	$85,800
3- Project Management	80	$11,600
TOTAL	**1008**	**$107,760**

If you have any questions or require additional information, please do not hesitate to me at 716-316-9852.

Sincerely,

Greg Coniglio
Data Intelligence Group | Team Leader

Cc: Steven Calocerinos, PE - LaBella

AUTHORIZING RESOLUTION
(*Creation of the Manlius Redevelopment Corporation*)

A regular meeting of the Town of Manlius was convened on Wednesday, March 27, 2024 at 6:30 p.m.

The following resolution was duly offered and seconded, to wit:

RESOLUTION OF THE TOWN OF MANLIUS (THE "TOWN") (i) AUTHORIZING THE ESTABLISHMENT OF THE MANLIUS REDEVELOPMENT CORPORATION (THE "CORPORATION"); (ii) APPROVING A FORM OF CERTIFICATE OF INCORPORATION OF THE CORPORATION; (iii) AUTHORIZING THE CORPORATION TO PERFORM ESSENTIAL GOVERNMENTAL FUNCTIONS INCLUDING ACTIVITIES ASSOCIATED WITH JOB CREATION AND THE PROMOTION OF COMMUNITY AND ECONOMIC DEVELOPMENT INITIATIVES; AND (iv) IF NECESSARY, AUTHORIZING THE CORPORATION TO ISSUE BONDS ON BEHALF OF THE TOWN.

WHEREAS, it the policy of the State of New York to promote the economic welfare and prosperity of its inhabitants and to actively promote, attract, encourage and develop economically sound commerce and industry; and

WHEREAS, the Town is tasked with the responsibility and burden to promote the health, safety and general welfare of the residents of the Town by among other things preventing unemployment and economic deterioration including by increasing and maintaining employment opportunities and attracting and sustaining economically sound commerce; and

WHEREAS, it is essential for the Town to support the operations and activities of both for-profit and not-for-profit entities and corporations within the Town in furtherance of both job creation and retention opportunities within the Town; and

WHEREAS, in furtherance of the foregoing, the Town desires to establish a new local development corporation pursuant to Section 1411 of the Not-for-Profit Corporation Law ("N-PCL") to undertake certain projects and initiatives for the benefit and to relieve the burdens of the Town, including, but not limited to assisting in the redevelopment and construction of a new Town hall facility located on and around real property located in the Town of Manlius, County of Onondaga, State of New York (herein, the "Property"); and

WHEREAS, a proposed certificate of incorporation (the "Certificate of Incorporation", a copy of which is attached hereto as Exhibit A) for the establishment of the Corporation pursuant to N-PCL Section 1411 (the "LDC Act") has been prepared for review by the Town Board (the "Town Board"); and

WHEREAS, in furtherance of the foregoing public purposes, the N-PCL and the LDC Act, the Town desires to establish the Corporation to undertake the purposes and powers as set forth within the LDC Act and the N-PCL, including, without limitation, the power (1) to construct, acquire, rehabilitate and improve for use by others the Property, (2) to assist financially in such construction, acquisition, rehabilitation and improvement, to maintain such Property, (3) to disseminate information and furnish advice, technical assistance and liaison with federal, state and local authorities with respect thereto, (4) to acquire by purchase, lease, gift, bequest, devise or otherwise real or personal property or interests therein, (5) to borrow money and to issue negotiable bonds, notes and other obligations therefor, and (6) to sell, lease, mortgage or otherwise dispose of or encumber the Property or any of its real or personal property or any interest therein upon such terms as it may determine to be suitable; and

WHEREAS, to accomplish the purposes and powers as set forth within the LDC Act, the N-PCL and the Certificate of Incorporation, including, without limitation, relieving the burdens of the Town and the undertaking of projects for the benefit of both for-profit and not-for-profit entities and corporations in furtherance of their access to cost-effective capital for projects that enhance, create and preserve employment opportunities for residents of the Town, the Town desires to task the Corporation with such burdens and responsibilities, and, if necessary, authorizes the Corporation, once established, to issue bonds on behalf of the Town for such purposes pursuant to and in accordance with applicable provisions of the Internal Revenue Code (the "Code").

NOW, THEREFORE, BE IT RESOLVED, by the Town Board that the Town hereby authorizes the establishment of the Corporation pursuant to the LDC Act and the N-PCL through the filing of the Certificate of Incorporation in substantially the form thereof presented to this meeting; and

BE IT FURTHER RESOLVED, that the Town Board acknowledges receipt of the Certificate of Incorporation and approves such as to both substance and form; and

BE IT FURTHER RESOLVED, that the Corporation is hereby designated as an on behalf of issuer of the Town for the purposes of, if necessary, issuing bonds, notes and other instruments with authority to exercise on the Town's behalf all lawful powers as may be deemed necessary to accomplish its public purposes including, without limitation, to enhance, create and preserve employment opportunities for residents of the Town, such purposes and powers to include, but not be limited to, those powers contained within the LDC Act, the N-PCL and the Certificate of Incorporation, with the power, if necessary, to issue tax exempt and taxable bonds, notes, or other instruments on behalf of the Town in furtherance of its purposes, provided however that any obligations issued by the Corporation shall never be a debt of the State of New York, the Town or any political subdivision thereof and neither the State of New York, the Town or any political subdivision thereof shall be liable thereon; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town to covenant and agree with the Corporation in any transaction undertaken by the Corporation in furtherance of the LDC Act, the N-PCL, the Certificate of Incorporation, and any initiatives described herein, and for the benefit of the Corporation and the holders from time to time of any bonds, notes or other instruments or other securities (hereinafter collectively, the "Securities")

issued by the Corporation, if necessary, that the Town will not limit or alter the rights of the Corporation to fulfill the terms of its agreements with the holders of the Securities or in any way impair the rights and remedies of such holders of the security for the Securities until the Securities, together with the interest due thereon or payable in respect thereof and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully met and discharged. Authorized representatives of the Town are hereby granted the power to make such a covenant to and agreement with the Corporation and to take any and all actions necessary or desirable to cause such covenant and agreement to be made or enforced. The Corporation is hereby authorized to assign to or for the benefit of the holders of its Securities any covenant or agreement made by the Town pursuant to the foregoing provisions; and

BE IT FURTHER RESOLVED, that these resolutions shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	Yea	***Nay***	***Absent***	***Abstain***
John T. Deer	[ ]	[ ]	[ ]	[ ]
Sara Bollinger	[ ]	[ ]	[ ]	[ ]
Alissa Italiano	[ ]	[ ]	[ ]	[ ]
Katelyn M. Kriesel	[ ]	[ ]	[ ]	[ ]
Michael Nesci	[ ]	[ ]	[ ]	[ ]
William Nicholson	[ ]	[ ]	[ ]	[ ]

The Resolution was thereupon declared duly adopted.

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

I, the undersigned, Clerk of the TOWN OF MANLIUS, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the regular meeting of the Town of Manlius (the "Town"), including the resolution contained therein, held on March 27, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Town and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of the Town had due notice of said special meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the Town present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 27th day of March, 2024.

_____
Town Clerk

EXHIBIT A

FORM OF CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION

OF

MANLIUS REDEVELOPMENT CORPORATION
A Not-For-Profit Local Development Corporation
under Section 1411 of the Not-For-Profit
Corporation Law of the State of New York

THE UNDERSIGNED, being over the age of eighteen years, for the purpose of forming a not-for-profit local development corporation pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation shall be "Manlius Redevelopment Corporation" (hereinafter referred to as the "Corporation").

SECOND: The Corporation will be a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law of the State of New York and, as provided in Section 1411 of the Not-For-Profit Corporation Law, will be a charitable corporation as defined in Section 201 of the Not-For-Profit Corporation Law. The Corporation shall serve as a public instrumentality of and supporting organization for, but operate separate and apart from, the Town of Manlius, New York (the "Town"). There is no requirement under the New York Not-for-Profit Corporation Law or any other statute of the State of New York requiring any approval or consent before filing of this certificate of incorporation.

THIRD: The purposes for which the Corporation is to be formed and operated are exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to relieve and reduce unemployment, promote and provide for additional and maximum employment, improve and maintain job opportunities, and lessen the burden of government and act in the public interest. In furtherance of said purposes, the Corporation's powers shall include:

(a) To foster the creation, retention and expansion of jobs and economic opportunities for the benefit of the Town, New York State and local economies; and

(b) To construct, acquire, rehabilitate and improve for use by others, facilities in the territory in which its operations are principally to be conducted, to assist financially in such construction, acquisition, rehabilitation and improvement, to maintain and/or lease such facilities on its behalf or for others in such territory; to disseminate information and furnish advice, technical assistance and liaison with federal, state and local authorities with respect thereto;

(c) To acquire by purchase, lease, gift, bequest, devise or otherwise real or personal property or interests therein;

(d) To apply for loans and borrow money without limit as to amount; to make, draw, accept, endorse, execute and issue negotiable bonds, debentures, notes and other obligations therefor, including, without limitation, to issue negotiable bonds, notes or other obligations on behalf of the Town in support of economic and community development activities thereby lessening the burdens of the Town;

(e) To sell, lease, mortgage or otherwise dispose of or encumber any such facilities or any of its real or personal property or any interest therein upon such terms as it may determine;

(f) To enter into covenants and agreements and to comply with all the terms, conditions and provisions thereof, and otherwise to carry out its corporate purposes and to foster and encourage the location or expansion of facilities and related businesses in the territory in which the operations of the Corporation are principally to be conducted;

(g) To apply for and make grants and loans and to execute any and all documents necessary in connection therewith;

(h) To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, officers or any private person;

(i) In general, to perform any and all acts and things, and exercise any and all powers which may now or hereafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of New York for the purpose of accomplishing any of the foregoing purposes of the Corporation.

FOURTH: The Corporation's mission and public objective, which the Corporation's purposes will achieve, include, but are not limited to, the lessening of the burdens of government by undertaking and promoting economic development projects and initiatives in the Town that will include real estate leasing, acquisition, development and management, real estate project finance, infrastructure development, operation and maintenance, along with other community-based economic development activities permissible under the Not-For-Profit Corporation Law.

FIFTH: The operations of the Corporation will be principally conducted within the territory of the Town, New York.

SIXTH: Pursuant to the requirements of Section 1411(e) of the Not-For-Profit Corporation Law:

(a) All income and earnings of the Corporation shall be used exclusively for its corporate purposes with the intent being that all income and earnings will be expended or deposited in appropriate reserves for corporate purposes; to the extent not so used, the income and earnings will accrue and be paid to the Job

Development Authority to the extent required by Section 1411 of the Not-for-Profit Corporation Law.

(b) The property of the Corporation is irrevocably dedicated to its corporate purposes. No part of the income or earnings of the Corporation shall inure to the benefit or profit of, nor shall any distribution of its property or assets be made to, any member, director or officer of the Corporation, or private person, corporate or individual, or to any other private interest, except that the Corporation may repay loans made to it and may repay contributions (other than dues) made to it to the extent that any such contribution may not be allowable as a deduction in computing taxable income under the Internal Revenue Code of 1986, as amended.

(c) If the Corporation accepts a mortgage loan or loans from the New York Job Development Authority, the Corporation shall be dissolved in accordance with the provisions of paragraph (g) of Section 1411 of the Not-For-Profit Corporation Law upon the repayment or other discharge in full by the Corporation of all such loans.

SEVENTH: (a) The Corporation shall not attempt to influence legislation by propaganda or otherwise, or participate in or intervene, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office.

(b) The Corporation shall not engage in any activities not permitted to be carried on by an organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(c) Nothing in this Certificate of Incorporation shall authorize this Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404(a)-(w) of the Not-for-Profit Corporation Law, and therefore the Corporation is not formed to engage in any activity or for any purpose

requiring consent or approval of any state official, department, board, agency or other body and no such consent or approval is required.

EIGHTH: Upon the dissolution of the Corporation no member or private person, corporate or individual, or other private interest, shall be entitled to any distribution or division of its remaining funds and other property and rights and interests in property, and the balance thereof, after the payment of all debts and liabilities of the Corporation of whatsoever kind and nature, (including the payment of loans and contributions the repayment of which has been authorized in the certificate of incorporation) shall be distributed to the Town, New York for furtherance of the purposes set forth in paragraph (a) of Section 1411 of the Not-for-Profit Corporation Law of the State of New York. Any of such assets not so disposed of shall be disposed of by order of the Supreme Court of the State of New York pursuant to Section 1008 of the Not-For-Profit Corporation Law.

NINTH: The office of the Corporation shall be located in the Town of Manlius, New York.

TENTH: The offices of the Corporation shall be functionally separate from those of the Town or any of its affiliated entities (collectively, the "Town Entities") (although such office may be in a facility leased from the Town or any of its affiliates on arms-length terms). The Corporation at all times shall:

(a) maintain separate accounting records and other corporate records from those of the Town Entities;

(b) not divert the Corporation's funds to any other person or for other than the use of the Corporation and not commingle any of the Corporation's assets with those of the Town Entities;

(c) pay any employee, consultant or agent of the Corporation, or any other operating expense incurred by the Corporation, from the assets of the Corporation and not from the assets of any of the Town Entities;

(d) maintain its own deposit account or accounts, separate from those of the Town Entities, with commercial banking institutions and/or trust companies;

(e) to the extent that the Corporation contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of any other person, the costs incurred in so doing shall be fairly allocated to or among the Corporation and such persons for whose benefit the goods and services are provided, and the Corporation and each such person shall bear its fair share of such costs;

(f) conduct its business in its own name and conduct all material transactions between the Corporation and the Town Entities only on an arm's-length basis;

(g) observe all necessary, appropriate and customary corporate formalities, including, but not limited to, holding all regular and special members' and directors' meetings appropriate to authorize all corporate action, keeping separate and accurate minutes of such meetings, passing all resolutions or consents necessary to authorize actions taken or to be taken, and maintaining accurate and separate books, records, and accounts, including, but not limited to, intercompany transaction accounts. Regular members' and directors' meetings shall be held at least annually;

(h) ensure that decisions with respect to its business and daily operations shall be independently made by the Corporation (although the officer making any particular decision also may be an employee, officer or director of the Town Entities);

(i) act solely in its own corporate name and through its own authorized officers and agents, and use its own stationery;

(j) other than as expressly provided herein, pay all expenses, indebtedness and other obligations incurred by it;

(k) not enter into any guaranty, or otherwise become liable, with respect to any obligation of the Town Entities;

(l) cause any financial reports required of the Corporation to be prepared in accordance with generally accepted accounting principles and be audited annually and be issued separately from, although they may be consolidated with, any reports prepared for any member of the Town Entities; and

(m) ensure that at all times it is adequately capitalized to engage in the transactions contemplated herein.

ELEVENTH: The types or classes of Membership in the Corporation and the number of Member(s) of the Corporation shall be described in the By-laws. The initial Member(s) of the Corporation shall be identified in the By-laws.

TWELFTH: The Corporation shall be managed by a Board of Directors, who are to be comprised of those persons named in paragraph THIRTEENTH hereof (the "Directors"). Each of the Directors will serve at the pleasure of the Member(s) and continue to hold office until his or her successor is appointed by the Member(s). Any subsequent increase or decrease in the size of the Board of Directors will require the unanimous approval of the Member(s) and the affirmative vote of a majority of the Directors.

THIRTEENTH: The names and addresses of the initial Directors of the Corporation will be as follows:

Name	Address

FOURTEENTH: The duration of the Corporation shall be perpetual.

FIFTEENTH: The Corporation shall indemnify each Member, each Director, each officer, and, to the extent authorized by the Board of Directors, each other person authorized to act for the Corporation or on its behalf, to the full extent to which indemnification is permitted under the Not-For-Profit Corporation Law.

SIXTEENTH: The Secretary of State of the State of New York is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is as follows: Manlius Redevelopment Corporation c/o Town of Manlius, 301 Brooklea Drive, Fayetteville, NY 13066.

SEVENTEENTH: The By-laws of the Corporation may be adopted, amended or repealed by a majority of the Directors of the Corporation or by majority vote of the Member(s).

EIGHTEENTH: The Corporation will not do any of the following:

(a) Without the affirmative vote of all Member(s) of the Corporation and the affirmative vote of a majority of the Directors, increase or decrease the number of Member(s) of the Corporation or increase or decrease the number of Directors of the Corporation.

(b) Without the affirmative vote of a majority of the Directors of the Corporation and all of the Corporation's Member(s), (i) dissolve or liquidate, in whole or in part, or institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it, (iii) file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or a substantial part of its property, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability to pay its debts generally as they become due or (vii) take any corporate action in furtherance of the actions set forth in clauses (i) through (vi) of this paragraph.

(c) Without the affirmative vote of all of the Directors of the Corporation and all of the Corporation's Member(s), merge or consolidate with any other corporation, company or entity or, except to the extent contemplated by paragraph THIRD hereof, sell all or substantially all of its assets or acquire all or substantially all of the assets or capital stock or other ownership interest of any other corporation, company or entity.

IN WITNESS WHEREOF, this certificate has been subscribed this ___ day of March, 2024.

_____

Joseph V. Frateschi, Esq., Incorporator

CERTIFICATE OF INCORPORATION

OF

MANLIUS REDEVELOPMENT CORPORATION

(Under Section 1411 of the Not-For-Profit Corporation Law of the State of New York)

Filed by: Joseph V. Frateschi, Esq.
Harris Beach PLLC
333 West Washington Street, Suite 200
Syracuse, NY 13202

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

The Town of Manlius

and

NYSOLAR 07 LLC

Dated as of _____, 2024

RELATING TO THE PREMISES LOCATED AT TAX MAP NO. 042.-01-32.1 IN THE TOWN OF MANLIUS, ONONDAGA COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between NYSOLAR07 LLC (the "Owner"), a New York limited liability company having offices at 800 Gessner Road, Suite 700, Houston, TX 77024; and

The Town of Manlius (the "Town"), a municipal corporation duly organized and existing under the laws of the State of New York and having its offices at 301 Brooklea Dr, Fayetteville, NY 13066; and

The Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity'') of approximately 4.25 Megawatts AC on a parcel of land located within Onondaga County at 7869 Peck Road, Kirkville, NY 13082, in the Town of Manlius, and identified as SBL 042.-01-32.1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on January 1, 2025 (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commencement Date. The first annual payment shall be in the amount of $779.20 per Megawatt AC of Capacity (the "Annual Payment"). Based on the Capacity of 4.25 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Exhibit B includes a two percent (2.0%) annual increase of each Annual Payment. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 6 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Host Community Payments. As an additional benefit to the Town of Manlius, Owner shall make a one-time payment in the amount of Twenty Thousand Dollars ($20,000) to the Taxing Jurisdiction (the "Host Community Payment"). The Host Community Payment shall be paid within thirty (30) days after the Project receives authorization for Permission to Operate from the interconnecting utility.

4. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 4.25 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

5. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

6. Payment Collection. Payments for the Taxing Jurisdiction shall be made payable to The Town of Manlius and mailed to 301 Brooklea Dr, Fayetteville NY 13066, and are due no later than January 31st of each year.

It shall be deemed a "Payment Default" in the event Owner fails to make timely payment to the Taxing Jurisdiction pursuant to this Section 6. The Taxing Jurisdictions acknowledge and agree that the Taxing Jurisdiction will be required to issue a Notice of Default in the event Owner fails to make timely payment and that Owner shall have the opportunity to cure said Payment Default within ten (10) days of receipt of notice thereof. All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

7. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

8. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the Assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation

and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

10. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

11. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Attn: NYSOLAR07 LLC
800 Gessner Road, Suite 700
Houston, TX 77024
Attn: Notices

If to the Taxing Jurisdiction:

Attn: Town of Manlius
c/o: Supervisor
301 Brooklea Dr
Fayetteville NY 13066

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

12. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such

courts.

13. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

14. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

(a) A Payment Default is not cured within the 10 day cure period specified in a Notice of Default, unless such Payment Default is cured within the 30-day notice period with interest as stated in this Agreement

(b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

15. Remedies; Waiver And Notice.

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

16. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

17. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

18. No Third Party Beneficiaries. The Parties state that there are no third-party

beneficiaries to this Agreement.

19. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

20. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

Town of Manlius

By:_____
Name: _____
Title: _____

NYSOLAR07 LLC

By:
Name:_____
Title:_____

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE Town of Manlius, County of Onondaga and State of New York, being part of Lot Number Fifteen (15) in the Town of Manlius, beginning in the center of the road at the southwest corner of Daniel Kincade Junior's land; running from thence north 45 chains and 60 links along the west line of said Daniel Kincade Junior's land to the north line of the said Lot No. 15; thence west 16 chains and 6 links along the north line of said Lot No. 15 to the corner of William Willsey's land; thence south 45 chains and 60 links along the east line of said William Willsey's land to the south line of said lot; thence east 16 chains and 6 links along the south line of said lot to the place of beginning, containing 73 and 23/100 +/- acres of land.

EXCEPTING FROM THIS CONVEYENCE THE FOLLOWING PARCELS:

1. 7913 Peck Road, Manlius NY Tax ID# 042-01-28.0 Being lastly conveyed to Richard Palmer by deed recorded July 19, 2005, in the Onondaga County Clerk Office at Book 4894, Page 287.
2. 7901 Peck Road, Manlius NY Tax ID# 042-01-29.0 Being lastly conveyed to John C. & Kathryn A. Bachman by deed recorded July 16, 1971, in the Onondaga County Clerk Office at Book 2455, Page 546.
3. 7897 Peck Road, Manlius NY Tax ID# 042-01-30.1 Being lastly conveyed to Rita Baltzer by deed recorded October 3, 2017, in the Onondaga County Clerk Office as instrument# 2017-00035126.
4. 7893 Peck Road, Manlius NY Tax ID# 042-01-31.0 Being lastly conveyed to William T Adams, Sr. & Charlotte A. Adams by deed recorded November 6, 2008 in the Onondaga County Clerk Office at Book 5066, Page 601.
5. 7891 Peck Road, Manlius NY Tax ID# 042-01-32.2 Being lastly conveyed to Carl & Lorinda Hartzig by deed recorded September 3, 2019, in the Onondaga County Clerk Office at as instrument #2019-00032153.
6. 7879 Peck Road, Manlius NY Tax ID# 042-01-32.3 Being lastly conveyed to Jeffrey L & Marialice J. Loefstedt by deed recorded August 28, 1980 in the Onondaga County Clerk Office at Book 2818, Page 257.
7. 7865 Peck Road, Manlius NY Tax ID# 042-01-32.4 Being lastly conveyed to Donald W. & Marijane M. Warner by deed recorded January 15, 1991 in the Onondaga County Clerk Office at Book 3673, Page 1.
8. 7863 Peck Road, Manlius NY Tax ID# 042-01-32.6 Being lastly conveyed to U.S. National Bank Association by deed recorded October 26, 2017 in the Onondaga County Clerk Office at as Instrument# 2017-00038674.
9. Peck Road, Manlius NY Tax ID# 042-01-32.5 Being lastly conveyed to William T. Adams, Sr. by deed dated recorded October 30, 1995 in the Onondaga County Clerk Office at Book 4038, Page 68.
10. Peck Road, Manlius NY Tax ID# 042-01-32.8 Being lastly conveyed to William T. Adams, Sr. by deed recorded July 1, 1999 in the Onondaga County Clerk Office at Book 4334, Page 102.

EXHIBIT B

Year	Payment Amount
2025	$3,311.60
2026	$3,377.83
2027	$3,445.39
2028	$3,514.30
2029	$3,584.58
2030	$3,656.27
2031	$3,729.40
2032	$3,803.99
2033	$3,880.07
2034	$3,957.67
2035	$4,036.82
2036	$4,117.56
2037	$4,199.91
2038	$4,283.91
2039	$4,369.59

Resolution Adopting the Pro-Housing Communities Pledge

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 27th of March, 2024, 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
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
Michael Nesci	Councilor
William Nicholson	Councilor
Ingrid Gonzales-McCurdy	Councilor

The following resolution was moved, seconded, and adopted:

WHEREAS, the Town of Manlius (hereinafter "local government") believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State's economic growth and community well-being;

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Town of Manlius, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

Town of Manlius

John Deer, Town Supervisor

March 27th, 2024

Home and Community Renewal

To Whom It May Concern:

The Town of Manlius would like to present this letter of intent to request to be part of the Pro-Housing Community Program. The Town of Manlius is committed to addressing the housing shortage and promoting housing growth and has already begun taking steps to address this issue in our community, including actions to address housing affordability.

The Manlius Town Board recently adopted the Town's first ever Comprehensive Plan and Climate Action Plan. Along with these, we have updated zones and worked with developers to bring in additional and new types of housing to our community. Since 2023, the Town Board has approved zone changes to allow for the addition of more than 400 housing units to our community while ensuring that many of these units will be set aside as workforce housing with rents capped at 30% of area median income, accessible for those with disabilities—whether it be mobility, hearing, and/or vision impairments—as well as for our elderly, senior population.

We have been fortunate thus far to have developers willing to include these types of units within their projects without additional funding sources (such as LIHTC, HOME, etc.) to subsidize these units, while also still being willing to include things like sidewalks/walking trails, charging stations, and other sustainable and energy efficient amenities.

Please accept this letter of intent from the Town of Manlius to be part of the Pro-Housing Community Program so we may continue our efforts to promote housing growth in our community and further our pro-housing values.

Thank you,

John Deer
Manlius Town Supervisor

John Deer, Supervisor

Town Board – Sara Bollinger, Alissa Italiano, Katelyn Kriesel, William Nicholson, Michael Nesci, Ingrid Gonzalez-McCurdy

301 Brooklea Drive • Fayetteville, NY 13066 • Telephone: (315) 637-3521 • Fax: (315) 637-0713
www.townofmanlius.org

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

DEPARTMENT: County Legislature **CONTRACT NO. 0000005610**

The County of Onondaga (County) and Town of Manlius (Contractor) at 301 Brooklea Drive, Fayetteville, New York 13066, have entered into this agreement ("Agreement") and hereby agree:

Whereas, the Onondaga County Legislature has expressed its support, on a long term basis, for improving town infrastructure throughout Onondaga County as the efficiency of town infrastructure is inextricably linked to the County's potential for economic development;

Whereas, the Onondaga County Legislature has committed funds for use in connection with the County's goal of improving town infrastructure County-wide;

Whereas, town infrastructure improvement proposals have been solicited by the County;

Whereas, such proposals have been reviewed and evaluated by a select County review committee;

Whereas, said select County review committee has identified those proposals most deserving of funding;

Whereas, the Contractor shall retain information and documentation necessary to demonstrate: its proposal has undergone the requisite review for compliance with the State Environmental Quality Review Act; and its proposal has been subject to the appropriate programmatic review;

Now Therefore, the County and the Contractor, based on the exchange of consideration which both parties deem sufficient, wish to enter into this Agreement pursuant to the terms and conditions set forth below:

STANDARD TERMS AND CONDITIONS

County's Standard Terms and Condition, attached hereto as **Exhibit A,** are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense, indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination.

In the event of a conflict between the provisions of **Exhibit A** and the terms and conditions of this Agreement, this Agreement shall control.

County and Contractor agree that the following changes are to be made to County's Standard Terms and Conditions:

If Contractor is self-insured, Contractor may satisfy the general liability insurance requirements provided herein, by providing evidence in a form acceptable to the County's Division of Risk Management, that Contractor is a self-insured municipality with sufficient reserves to underwrite the insurance requirement. Further, Contractor shall cause any insurance provided by its contractors working on, maintaining, preserving, repairing and/or keeping the Project in good working order to also name Contractor as an additional insured. Contractor agreed to require its contractor(s) to provide a Comprehensive General Liability Insurance policy naming Contractor as an additional insured with minimum limits of not less than one million dollars ($1,000,000.00) combined single limit for Bodily Injury and Property Damage. In addition, Contractor shall require its contractors to maintain workers compensation insurance and disability coverage, consistent with applicable law.

PROJECT SCOPE-USE OF GRANT FUNDS

This Agreement provides the terms and conditions for grant funding consistent with Resolution No. 148-2022 ("County Legislation") and Contractor's project summary ("Proposal"), regarding the flooding occurrences at and around 4921 Fayetteville-Manlius Road & The Perry Springs Park Area ("Project"). The Proposal is attached hereto and

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

incorporated herein as **Exhibits B**, respectively. In the event of a conflict between the provisions of Exhibits and the terms and conditions of this Agreement, this Agreement shall control.

The grant funding shall be for an amount not to exceed ten thousand dollars ($10,000.00), to be paid on a schedule specified in purchase orders issued by the County ("Grant Funds"). By accepting this Grant Funds from the County, Contractor agrees to use such funds in a manner consistent with this Agreement and only for those items specified within the Project. Contractor shall not spend the Grant Funds on anything other than the items described within the Project without prior written consent from the County, which consent may be given through the issuance of a notice to proceed (purchase order).

Contractor shall report directly to the Chairman of the Onondaga County Legislature, who is hereby designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services.

Contractor shall maintain sufficient documentation to reasonably support the use of Grant Funds, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request. County reserves the right to determine the sufficiency of such documentation.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by the County's designated point of contact.

TERM

The term of this Agreement shall commence on November 1, 2023 and shall expire on December 31, 2024, unless terminated earlier.

PURCHASE ORDERS (NOTICE TO PROCEED)

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under this Agreement until and unless County issues a purchase order to Contractor for specific work (describing a phase, task, or deliverable). The purchase order constitutes notice to proceed. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted. One or more purchase orders may be needed to accomplish the work schedule set forth herein above.

Under this Agreement, work may be phased or otherwise delivered at specific times in connections with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event that Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

Further, no purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein above. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction and County written consent.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

Each purchase order incorporates within it a set of terms and conditions, which terms and conditions are available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal. Such terms and conditions may be updated and revised from time to time. Any purchase order incorporates within it this Agreement, being the contract against which it is drawn.

GRANT FUNDS-PAYMENT/REPAYMENT

County hereby agrees to pay Contractor the Grant Funds provided herein, consistent with issued purchase orders. The Grant Funds are to be paid as reimbursement for actual amounts documented eligible expenses spent by Contractor, billed against the maximum amounts authorized within such purchase orders and as detailed within the Project. The amounts paid to Contractor shall be in full and final satisfaction of all goods and services provided by Contractor under this Agreement.

Contractor shall provide County with invoices, referencing the purchase order number and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed.

Contractor shall make available at any time for examination by the County Chief Fiscal Officer its books, records, paper and other relevant data pertaining to the Project Funds. Contractor further agreed to submit a financial report to the County within thirty (30) days after the termination of this Agreement covering the use of all Grant Funds received by Contractor. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed. Such report shall further cover the achievement of the program goals, objectives and activities and how these were managed and their result.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Contractor hereby agreed that it will obtain at its own expense all licenses, permits, or approvals associated with the Project performed under this agreement. Further, Contractor agrees to conduct an analysis of the potential environmental impacts of the project to be supported by the Project Funds, consistent with New York State Environmental Quality Review Act (SEQRA).

After the termination of this Agreement, in the event that Contractor shall have in its possession surplus Grant Funds not actually spent in furtherance of the Project or not supported by sufficient documentation, County may elect to have Contractor pay to County an amount equal to such surplus Grant Funds. Contractor shall be obligated to promptly remit to the County any such fund on demand. The obligation to repay shall survive the termination of this Agreement.

Parties acknowledge that the Grant Funds to be paid herein may only be a portion of the total funding needed to accomplish the Project. County shall bear no responsibility for payment of costs in excess of the amount stated herein.

EXHIBITS

All Exhibits attached hereto are incorporated herein.

Exhibit A: County's Standard Terms and Conditions

Exhibit B: Project Summary

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

NOTICES

If to County:
John H. Mulroy Civic Center
Attn: Law Department
421 Montgomery Street
Syracuse, New York 13202

With a copy to:

James J. Rowley, Chairman
Onondaga County Legislature
401 Montgomery Street
Room 407 Court House
Syracuse, New York 13202
(315)435-2070

If to Contractor:

William Nicholson, Counselor
Town of Manlius
300 Brooklea Drive
Fayetteville, New York 13066

(signature page follows)

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the dates hereinafter written.

COUNTY OF ONONDAGA

Dated: 3/14/2024

By: DocuSigned by: ED7048CACD364AD...

J. Ryan McMahon, II, County Executive

Town of Manlius

Dated: 3/11/2024

By: DocuSigned by: William Nicholson B0B3BCA41499473...

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

Conflict Interest Affidavit

State of New York)
County of Onondaga) ss.:

Contractor, being duly sworn, deposes and says:

Town of Manlius (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

Contractor: TOWN OF MANLIUS

By: William Nicholson

Print Name: William Nicholson

Title: Town Councilor

Date: 2/27/24

Sworn to before me on this 27th day of February, 2024.

Dan Duffy

STATE OF NEW YORK NOTARY PUBLIC

DANIELLE N DUFFY
Registration #01DU6386651
Qualified in Madison County
My Commission Expires
January 28, 2027

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

ONONDAGA COUNTY: STANDARD TERMS AND CONDITIONS

This document sets forth the standard terms and conditions to be incorporated within and made a part of agreements with Onondaga County ("County"). The terms and conditions of the primary written agreement executed between the County and any party (with such party referred to herein as "Contractor" regardless of the designation in the primary agreement) shall control over the provisions set forth within this document, unless otherwise stated herein. References to "this Agreement" shall indicate the primary agreement within which this document is incorporated.

TERMINATION

Without cause shown, either party may terminate this Agreement sooner than the term's expiration date, with one party giving written notice of termination to the other party at least thirty (30) days in advance of the intended date of termination. For cause, the County may terminate this Agreement by giving Contractor written or oral notice of termination at any time.

Neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this Agreement sooner than the expiration date in the manner specified within this section.

Upon termination or expiration, all further obligations of the parties hereunder shall cease except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation:

- to make payments for amounts due and owing for work completed under a purchase order issued within the Agreement;

- to make payments for other amounts due and owing, which may include damages and remedies;

- to maintain documentation and produce such reports as may be required under this Agreement; and

- to defend, indemnify, and hold harmless the other in connection with claims arising from this Agreement.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor,

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such indemnitee proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

Contractor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of *$1 million* for each occurrence of, and in a minimum amount of *$2 million* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of *$1 million* for each occurrence of, and in a minimum amount of *$2 million* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, in a minimum amount arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of $2 million for each

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

occurrence of, and in a minimum amount of $4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.
.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Contractor.

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (l) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law

CONFIDENTIALITY

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

as may be required by law. County remains the owner of any such data, facts, or information, and Contractor is granted use for the purposes of this Agreement only.

COMPLIANCE WTH LAW

Contractor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Contractor agrees that the appropriate review and actions under the State Environmental Quality Review Act shall be taken, as may be applicable, and documentation shall be maintained of any such review and action.

Such compliance is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this Agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Contractor.

USE OF CONTRACT BY OTHER GOVERNMENTAL ENTITIES

Consistent with the provisions of General Municipal Law §103 and other applicable law, rules, and regulations, this Agreement is intended to be open and available for use by other government entities, including without limitation, counties, towns, and villages within New York State.

Any such entity wishing to use this Agreement should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

County shall not be responsible for paying any costs incurred by such entity actually receiving services under this Agreement.

Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this Agreement.

County shall not be responsible for liability arising from such use by any such entity in using this Agreement.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

Consistent with Labor Law §220-e, Contractor agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

- no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;

- there may be deducted from the amount payable to Contractor by County under this Agreement a penalty of fifty ($50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and

- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Contractor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

End Standard Provisions

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

Exhibit "B"

LaBella
Powered by partnership.

October 18, 2023

William Nicholson
Town Councilor
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Re: Proposal for Professional Engineering Services
Watershed Analysis & Assessment of Flooding Occurrences
at and around 4921 Fayetteville-Manlius Road &
the Perry Springs Park Area

Dear Councilor Nicholson:

LaBella Associates is pleased to submit the following proposal to conduct a Watershed Analysis and Assessment as it relates to flooding recurrences at and around 4921 Fayetteville-Manlius Road, and the drainage conveyances both upstream and downstream of this area.

TASK UNDERSTANDING

Properties at and around 4921 Fayetteville-Manlius Road experience frequent recurrences of flooding during rainfall events. Flooding typically consists of overtopping of Fayeteville-Manlius Road, as well as flooding of upstream and downstream conveyances and yards. You have asked us for a proposal to perform an analysis and assessment of the drainage watershed through this corridor and provide preliminary recommendations for improvements to reduce the recurrence of flooding.

Scope of Work

Tasks anticipated during this phase of the work will include:

- Review available documents as it relates to stormwater conveyances and stormwater management facilities generally upstream of the Highbridge Road / Rt 92 culvert crossing between Candy Lane and Kelly drive. Documents will generally include:
  - Record / As-Built drawings of existing facilities generally between the Perry Springs Park & Fish Hatchery and Highbridge Road (Rt 92). These documents will include subdivision maps and plans, Onondaga County and/or NYS DOT mapping and drawings, and Town Mapping resources;
  - USGS Topographic Mapping;
  - National Wetland Inventory Mapping;
- Prepare a preliminary watershed delineation of the tributary area to the Highbridge Road / Rt 92 culvert crossing, and conduct field investigations to verify location and sizes of existing visible stormwater facilities and conveyances between the Perry Springs Park pond and the Highbridge Road culvert. This task will also include an overall assessment of those facilities and conveyances;

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

- Prepare a hydrologic model of the watershed, including drainage facilities and conveyances;
- Utilize the hydrologic watershed model to assess conditions at various locations during the 2-year, 10-year, 50-year and 100-year storm events;
- Prepare a Watershed Assessment Report, to include a description of the existing conditions watershed, and assessment of performance at various points within the watershed along with the frequency and severity of expected flooding under existing conditions, and recommendations for improvements to existing facilities, anticipated benefit of recommended improvements, and approximate cost associated with each recommended improvement.

Schedule

Schedule is highly dependent upon commencement of field investigations. We anticipate completing all proposed tasks within 3-months of notice-to-proceed, assuming all field work is able to be completed.

Fees

The nature of the work makes the Cost Reimbursable Fee arrangement the most appropriate for the scope of work. We therefore propose to complete the aforementioned scope of services for a fee not-to-exceed $10,000. Personnel assigned to the project will be invoiced based on the actual number of hours worked on the project according to the hourly rate schedule provided in LaBella's current professional services agreement with the Town of Manlius. We further propose expenses to be invoiced at cost. Expenses are included in the total not-to-exceed fee.

Please feel free to contact me at (315) 766-1128 or scalocerinos@labellapc.com if you have questions or require further clarification.

Respectfully submitted,
LaBella Associates

Steven Calocerinos, PE
Senior Civil Engineer

DocuSign Envelope ID: 6B09B098-7A10-43A1-99F5-DB693448BCB5

Executive Summary

Document Checklist

1.1. Document INFORMATION

Contract #	

1.2. CHECKLIST

Choose type of Contract Document.		
☒	New Contract Document	
☐	Renewal	
☐	Amendment	
☐	Change Order	
This Contract is for:		
☒	Service	
☐	Product	
☐	Revenue	
☐	Public work	
Explain:		
This is for:		
☐	Bid	
☐	RFP	
☒	Other:	

Contractor: TOWN OF MANLIUS	Department: LEGISLATURE
Start Date: 11/01/2023	End Date: 12/31/24
Remarks: Providing Town $10,000 in funding for a Watershed Analysis and Assessment related to flooding recurrences at or around 4921 Fayetteville-Manlius Road and the Perry Springs Park Area.	
Approving Attorney: PATRICK M. KILMARTIN	

DS
MBP

DocuSigned by:
E5F47BA4F3DF473...

HARRIS BEACH PLLC
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

FRANK C. PAVIA
MEMBER

DIRECT: (585) 419-8709
FAX: (585) 419-8801
FPAVIA@HARRISBEACH.COM

March 25, 2024

VIA ELECTRONIC MAIL

John Deer
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

Twin-Shore Properties, LLC
David Newman
1333 13th STreet
East Moline, Illinois 61244

RE: Waiver of Conflict of Interest

Dear Supervisor Deer and Mr. Neuman:

This letter follows up on our conversations with you regarding Harris Beach PLLC's ("HB") prospective representation of both Twin-Shore Properties, LLC ("Twin-Shore") and the Town of Manlius regarding the sale by Twin-Shore of certain vacant property located in the Town of Manlius with Tax Parcel Numbers 086-02-04.1, 086-02-05.1 and 086-07-05.3 (the "Property") to the Town of Manlius (the "Prospective Matter"). As you are aware, HB separately serves as Town Attorney for the Town of Manlius, and counsel to Twin-Shore relating to the sale and development of the Property (the "Existing Matters").

Given the nature of the work the Town and Twin-Shore (hereinafter collectively referred to as "You" or "Your") have asked us to perform in the Prospective Matter, and based on information You have provided us, we do not believe there is any conflict of interest that compromises either of You or precludes us from assisting both of You in the Prospective Matter and continuing to assist in the Existing Matters. Because of our ongoing relationships with You and our roles in the Prospective Matter, this letter seeks Your acknowledgment and authorization of HB's representation of both parties in connection with the Prospective Matter and a waiver of any actual or potential conflicts of interest arising from that representation, including those described in this letter.

- ***Notice of Professional Duties***

Under laws and rules governing lawyers' professional responsibility to clients, our firm owes various duties to both of You, including duties of care, loyalty, and confidentiality. We reasonably believe that our representation of You, respectively, in connection with the Existing Matters and the Prospective Matter, will not adversely affect the relationships of our firm with You. All steps will be taken to prevent the disclosure of Your respective confidences and confidential information provided in this matter to the other party. Our firm will continue to provide competent and diligent

representation to You in the Existing Matters and also be able to competently and diligently represent You in the Prospective Matter.

For clarification purposes, Joseph Frateschi, Esq. will continue to represent the Town in the Existing and Prospective Matters and will perform any work for Twin-Shore in the Prospective Matter, while Michael Condon, Esq. and myself will only perform work for Twin-Shore on the Prospective Matter.

- ***Notice of Potential Benefits and Risks***

The Rules governing the professional conduct of lawyers also require that we disclose to You the potential benefits and risks of consenting to the conflicts of interest described herein. As to benefits, if You are reasonable in granting conflict waivers where Your interests are not in jeopardy, it may be easier for our firm to solicit waivers on behalf of You when you need them. In addition, You know that we are very loyal to our clients, and we like to represent our clients when they ask us to. We will certainly try to do the same for You if you ask us to take on a matter that presents a conflict.

There is also some risk inherent in consenting to any conflict of interest. In some instances, it is possible that a law firm could advance a client's interests with less vigor or perhaps overlook certain arguments on a client's behalf when the opposing party is also a client of that firm (albeit in an unrelated matter). It is also possible that when a law firm represents a client in a matter involving one of its other current clients, the law firm could inadvertently use that current client's information to its disadvantage. However, we have no reason to believe either of these situations would arise here and would not be requesting this waiver from You if we did.

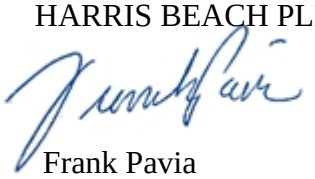
- ***Request for Consent***

By signing this letter, you agree to waive: (1) any claim You may have to disqualify Harris Beach in its future representation of the Town or Twin-Shore in the Prospective Matter; and (2) any potential or actual conflicts of interest that may arise by virtue of Harris Beach representing the Town and Twin-Shore in the Existing Matters.

Please acknowledge Your concurrence with these understandings and statements by signing Your name in the space provided below and forwarding the countersigned version to us. Of course, to the extent You believe it is necessary to consult independent, outside counsel in consideration of this request, we encourage You to do so. Your consent to this waiver is entirely voluntary, and You may instead decline and seek alternative counsel.

Very truly yours,

HARRIS BEACH PLLC



Frank Pavia

AGREED AND CONSENTED:

TOWN OF MANLIUS

By:_____

Printed Name: _____

Title: _____

AGREED AND CONSENTED:

TWIN-SHORE PROPERTIES, LLC

By:_____

Printed Name: _____

Title: _____

MINUTES
TOWN BOARD
March 13, 2024

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/live/uYTcsUyyF2g?si=phqJKte17b7JgenA

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

Sara Bollinger, Councilor
Alissa Italiano, Councilor
Mike Nesci, Councilor
William Nicholson, Councilor
Katelyn M. Kriesel, Councilor

The following Town Officers were present: Joseph Frateschi, Attorney for the Town. Ann Oot, Town Manager. Allison Weber, Town Clerk. Kay Blythe, Deputy Town Manager. Carrie Grevelding, Deputy Town Clerk. Jason Cassalia, Police Chief.

1. Attendees
In-Person Meeting Attendees: Craig Dudczak, Fayetteville. Steve Benson, Manlius.

Virtual Meeting Attendees: Mary Karpinski, LWV of Syracuse

2. 6:30 PM The Pledge of Allegiance
Supervisor Deer called the meeting to order at 6:30 PM. Councilor Bollinger led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

3. 6:31 PM Open Podium – None
.

4. 6:32 PM Improvements to the Skyridge Water District
Councilor Bollinger gave an update on improvements to the Skyridge Water District. The Town is considering a plan to replace the tank and infrastructure. The Town has received funding from Assemblyman Al Stirpe that will fund a significant portion of the projected costs. The funding will reduce the cost enough to get the special district charge below the comptroller's district charge threshold.

5. 6:34 PM Procurement and Employee Reimbursement Policy - Tabled
The Town Board discussed proposed changes to the draft policies and tabled the matter for further revisions and discussion.

6. 6:45 PM Highway Department – Request to Open Bid on 04-03-2024 for a New Cab and Chassis
Councilor Bollinger made a motion, seconded by Councilor Kriesel, to authorize the Highway Superintendent to advertise and receive bids on a 2023 Or Newer Model Year Ford Super Duty F550/F600 Cab and Chassis for a bid opening to be held on April 3rd at 10:00 AM.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

7. 6:46 PM Set Date for Public Hearing - Local Law Amending the RT Zoning Classification to Allow and Regulate Cannabis Dispensaries

Councilor Nicholson made a motion, seconded by Councilor Italiano, to refer the proposed local law to amend the zoning code to allow and regulate cannabis dispensaries in the RT zoning district to the Town Planning Board and the Onondaga County Planning Board.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

Councilor Nicholson made a motion, seconded by Councilor Italiano, to set a date for a public hearing on April 10th at 6:35 PM to consider the proposed local law to amend the zoning code to allow and regulate cannabis dispensaries in the RT zoning district.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

8. 6:49 PM Payment In Lieu Of Taxes Agreement for Solar Energy Systems Pursuant to Real Property Tax Law § 487 - Solar Array Located At 7869 Peck Road - Tabled

Joseph Frateschi reviewed the proposed PILOT and stated that the terms are still being negotiated. The Town Board tabled the matter.

9. 6:53 PM Recreation Department Award

Councilor Italiano recognized the Town of Manlius Recreation Department for receiving the Special Event Award from CNYRPS (Central New York Recreation and Park Society) for the 2023 Annual Fishstock Event.

10. 6:54 PM MS4 Mapping Grant

Councilor Bollinger stated that the Town has received a $45,000.00 Nonpoint Source Planning Grant to study the watershed from Pratts Falls to Limestone Creek. The purpose of the study is to reduce erosion and improvement of water quality.

11. 6:56 PM Syracuse Metropolitan Transportation Council

Councilor Nicholson advised that the Syracuse Metropolitan Transportation Council will be holding a public meeting on the proposed plan to connect the villages without motor vehicles.

DRAFT

12. 6:57 PM 2024 EarthFest- May 4, 2024

Councilor Kriesel announced that registration for the 2024 EarthFest is open. Information on EarthFest and registration forms can be found on the Town's website.

13. 6:58 PM Approval of Supervisor's Report – February 2024

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to approve the Supervisor's report for February 2024.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

14. 6:59 PM Approval of Minutes – February 28, 2024

Councilor Italiano made a motion, seconded by Councilor Nesci, to approve February 28, 2024, minutes as presented by Town Clerk Weber

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

15. 7:00 PM Approval of Abstract #5

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve Abstract #5 in the amount of $511,324.69 as presented by Comptroller Lenway.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

TOWN OF MANLIUS
Fund Summary
Abstract #4 - 2024

CODE	FUND	TOTALS
A	General Fund Townwide	$420,879.53
B	General Fund Part Town	$7,150.44
DA	Highway Fund Townwide	$69,634.87
DB	Highway Fund Part Town	$4,234.25
SL1	Overhead Lighting District	$1,768.25
SL2	Underground Lighting	$2,400.73
SL3	Entry Lighting	$118.03
SL4	Garden Park Lighting	$712.35

DRAFT

SL5	Ratnour Bridge Lighting	$2,671.26
SR1	Trash	$250.99
SR2	Brush	$250.99
TA2	Trust & Agency - Other	$1,253.00
	Total	$511,324.69

14. 7:00 PM Adjourn Regular Session

Councilor Nesci made a motion, seconded by Councilor Kriesel, to enter into executive session to discuss an employment matter of a certain individual.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nesci

Nayes: 0 All in Favor. Motion Carries.

EXECUTIVE SESSION MEETING MINUTES:

Executive Session

March 13, 2024, 2024

By motion made by Councilor Kriesel, seconded by Councilor Italiano, to exit executive session at 7:06PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nesci, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve a memorandum of understanding regarding a specific employee benefit for Highway Superintendent Robert Cushing related to employee and retiree health insurance coverage.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nesci, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

7:07PM - Electric Vehicle Charging Stations – TOPS Market Parking Lot in Village of Manlius:

Councilor Kriesel made a motion, seconded by Councilor Nicholson, to accept the proposal and enter into contract with Livingston for the electric vehicle charging stations in TOPS Plaza in Village of Manlius subject to final legal approval.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nesci, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

DRAFT

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Italiano the Board voted unanimously to come out of regular session at 7:09 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nesci, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

DRAFT

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-9061	Employee Benefits	1,450.00
A00 TOTAL	General Fund Townwide	19,465.74
B00-3620	Codes Enforcement	237.50
B00-8010	Zoning	382.50
B00-8020	Planning	1,062.50
B00 TOTAL	General Fund Part Town	1,682.50
SL1-5182	Street Lighting	1,724.97
SL1 TOTAL	Overhead Lighting	1,724.97
SL2-5182	Street Lighting	2,390.03
SL2 TOTAL	Underground Lighting	2,390.03
SL3-5182	Street Lighting	115.09
SL3 TOTAL	Entry Lighting	115.09
SL4-5182	Street Lighting	704.16
SL4 TOTAL	Garden Park Lighting	704.16
SL5-5182	Street Lighting	2,608.73
SL5 TOTAL	Ratnour Bridge Lighting	2,608.73
SR1-8160	Refuse	209,101.84
SR1 TOTAL	Manlius Res Trash Dist	209,101.84
SR2-8160	Refuse	25,141.00
SR2 TOTAL	Manlius Res Brush Dist	25,141.00
SW2-8340	Transmission/Distribution	30,508.34
SW2 TOTAL	Manlius Con Water Dist	30,508.34
W80-8340	Transmission/Distribution	237.74
W80 TOTAL	Schepp Water District	237.74

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
W90-8340	Transmission/Distribution	40.94
W90 TOTAL	Watervale Water District	40.94
	** TOTAL **	293,721.08

NO ERRORS

** END OF REPORT **

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	3,000.00
A00-1010	Town Board	94.76
A00-1110	Justices	273.61
A00-1220	Supervisor	193.47
A00-1355	Assessors	15.00
A00-1410	Town Clerk	405.98
A00-1620	Buildings	1,262.55
A00-1670	Central Printing	1,534.84
A00-3120	Police	13,264.93
A00-5132	Garage	832.00
A00-7310	Recreation	500.00
A00 TOTAL	General Fund Townwide	21,377.14
B00	NON-DEPARTMENTAL	35.00
B00-3620	Codes Enforcement	300.00
B00 TOTAL	General Fund Part Town	335.00
CM1-3120	Police	1,680.00
CM1 TOTAL	Police Special Revenue	1,680.00
DA0-5130	Machinery	4,049.38
DA0-5140	Brush & Weeds	4,416.00
DA0-5142	Snow Removal	27,726.60
DA0 TOTAL	Highway Fund Townwide	36,191.98
DB0-5110	General Repairs	7,070.57
DB0 TOTAL	Highway -Part Town	7,070.57
	** TOTAL **	66,654.69

NO ERRORS

** END OF REPORT **