Agenda
Manlius Town Board Meeting
June 26, 2024
6:30 PM

1. Virtual Meeting Instructions - June 26, 2024

   Documents:

   6-26-24 TOWN BOARD MEETING INSTRUCTIONS.PDF

2. Pledge Of Allegiance
3. Open Podium
4. Community Pool Discussion

   Documents:

   ENTERPRISE PLAN INFO.PDF
   INVOICE-C0E37FB.PDF

5. Public Hearing -To Consider Dissolving Skyridge Water District Extension No. 1 (Resulting In The Diminution Of The Skyridge Water District)

   Documents:

   RESOLUTION TO ADOPT AN ORDER DISSOLVING SKYRIDGE WATER DISTRICT EXTENSION NO. 1 -RESULTING IN THE DIMINUTION OF THE SKYRIDGE WATER DISTRICT.PDF

6. Public Hearing - Proposed Purchase Agreement With Twin Shores Property LLC For The Parcels Located At 5424 And 5430 Burdick St. North In The Town Of Manlius County Of Onondaga

   Documents:

   LAND DONATION AGREEMENT.PDF
   PURCHASE AND SALE AGREEMENT - - 6-26.PDF

7. 2024 Recreation Staff For Board Approval

   Documents:

   2024 RECREATION STAFF FOR BOARD APPROVAL 6 26 2024.PDF

8. F-M School Bus Lease 2024- Playground Program
   Need Approval for use of F-M school bus for Summer Playground Program.

   Documents:

   BUS CONTRACT - JVF COMMENTS.PDF

9. Employee Assistance Plan Renewal

Documents:

TOWN OF MANLIUS NY EAP CONTRACT JULY 2024.PDF

10. Procurement Policy

Documents:

PROCUREMENT POLICY FOR THE TOWN OF MANLIUS REVISED 6.21.24.PDF

11. Board Room Furniture

Documents:

PROP12434 C.PDF
PROP12435 RESIDENT CHAIRS.PDF
PICTURES OF BOARD ROOM FURNITURE QUOTED.PDF

12. Approval Of Minutes - June 12, 2024

Documents:

06-12-24 DRAFT.PDF

13. Approval Of Abstract #12

Documents:

ABSTRACT 12.PDF

14. Adjournment

Town of
MANLIUS
New York

June 26, 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/84588039079?pwd=WlVTVm0yZm9tRXBROWVKa253YnFyZz09

Password to join when prompted:

Password: **108040**

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: 845 8803 9079

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

Password: **108040**

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

Mick & Sue Nelson
E: mick@totalaquatic.llc
E: snelson@totalaquatic.llc
Web: www.TotalAquatic.LLC
TAP phone: 719-238-1561 or 719-238-1381

The Enterprise Plan - The Enterprise Plan **(EP)** is a preface to the business plan and the feasibility study. It can be used to gain committee, community, and investor support plus inform potential partners of what is being planned. Many private sector projects may be able to use the **EP** in place of a full Feasibility Study. Each project will have different needs and requirements. All TAP **EP**'s are custom created for the project. The Enterprise Plan is a 40+ page custom designed document that covers:

- Mission – Vision
- Basic demographics
- Programming –4 pillars of aquatics
- Basic staffing
- Cost to build along with size, scope, and some conceptual layouts
- Income projections
- Cost to operate

We do not do usually Enterprise Plans for single pool projects, renovation projects, or leased projects. We also do not do waterparks or projects that exceed $30 million cost to build, or 65,000 total square feet. There are ocassional exceptions to this guideline. These types of projects may need to go directly to some form of a Feasibility Study. The Enterprisr Plan is a feasibility and programming assement document for you project. Please contact mick@totalaquatic.llc for more informtion.

All of TAP-LLC's plans are based on at least 2 pools with varying water temperatures and the 4 Pillars of aquatic programming. USA Swimming supports competitive pools, however, single pool plans need economic impact studies and feasibility studies rather than just an Enterprise Plan. The retail price for an Enterprise Plan is $3,000 to $5000 which is about one sixth the price of a Feasibility Syudy. If the project has a representative that has attended a Build a Pool Conference in the past 18 months, they may be eligible for a substantial discount for the EP. Please contact mick@totalaquatic.llc for discounts available. Allow at least a 7 to 10 day lead time for plan development and delivery. (*We must charge a fee for any revisions and/or additions to a plan that has been sent. EP discounts may alos be available through the TAP-LLC Owner's Advocate Service)*

Table of Contents….. An Enterprise Plan for a new aquatic center:

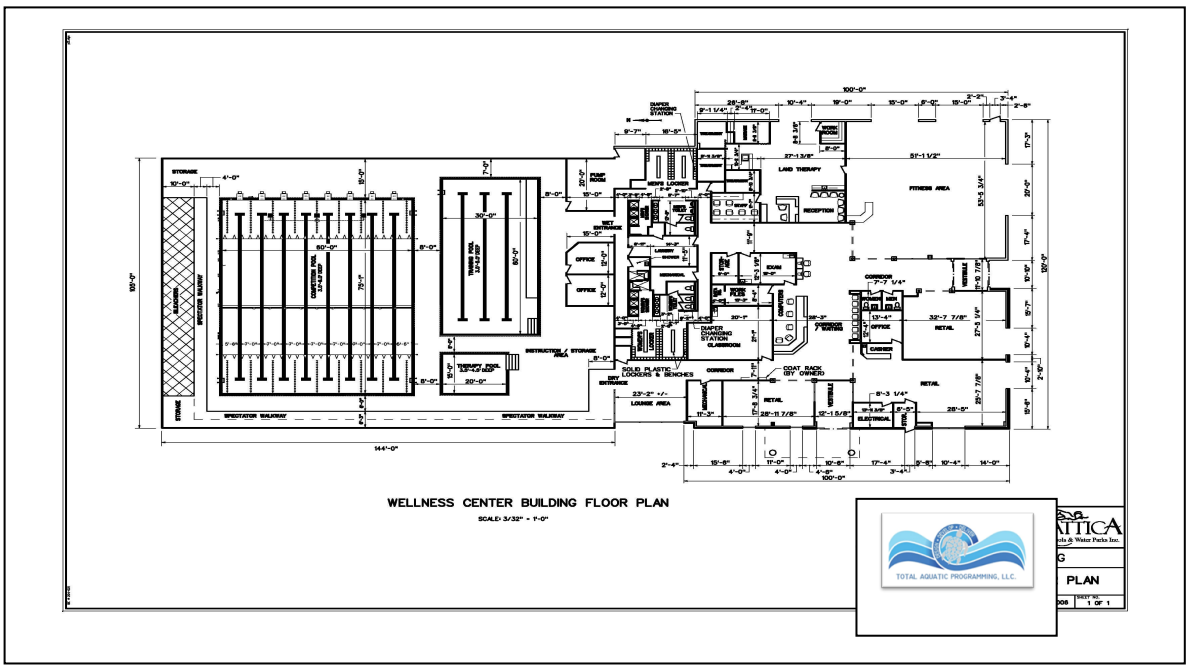
- Executive Summary
- Vision Statement & Mission Statement
- Current/Company Summary
- Demographics (usually 3 to 4 pages)
- Products and Services
- L2S Programs
- Training Programs
- Physical Therapy and Rehabilitation Programs
- Recreational Events and Activities
- Safety and Rescue Training
- Aquatics Safety
- Market Analysis Summary
- Strategy and Implementation Summary
- Description of Proposed Center
- Management Summary
- Financial Plan
- Pool #1: Teaching & Programming pool (cost to build and operate)
- Pool #2: Competition & Training (cost to build and operate)
- Pool #3: Small Rehab specialty pool (cost to build and operate)
- Structure with options (cost to build and operate)
- Funding Sources
- Operating Costs
- Aquatic Center Income
- References and Additional Information

Please complete the form below and return it to us via e-mail so we can develop the EP.

EP FORM: Before we can develop the Enterprise Plan for your project, we need some basic information. Please answer the following questions to the best of your ability. If you don't know the answer simply type N/A

- City – State – County project will be built in? (*If a city is over 100,000 population within a 20-minute drive list the top **3 zip codes** facility will be servicing.)*
- Since **Programming Precedes Design,** please tell us about the programs you plan to offer based off the 4 Pillars of Aquatic Programming. Please prioritize these programs.
- How many pools will your project include *(minimum of 2)* unless we have discussed an exception ?
- Indoors or outdoors or some of each?
- Depth and size of pools?
- What type of building do you plan to use to cover pools and land amenities?
- How many square feet of building do you think you will need for the project?
- Have you identified the land for the project?
- How large is the land?
- Has it been surveyed and studied, and do you have reports?
- How much do you have to spend on this project - budget? (*not to exceed $20 million unless you have talked to us about special circumstances))*
- How much money have you raised already?
- Do you have specific fundraising plans?
- What else do you want to tell us about the project?

In the past 15 years we have developed over 400 Enterprise Plans resulting in 200+ successfully built aquatic facilities. Please e-mail completed form to mick@totalaquatic.llc with a copy to snelson@totalaquatic.llc When we receive the EP form by e-mail, we will email you an acknowledgement with an invoice for the agreed upon price.



Invoice

Invoice number **C0E37FB2-DRAFT**
Date due June 19, 2024

Total Aquatic Programming, LLC.
7952 Superior Hill Place
Colorado Springs, Colorado 80908
United States
+1 719-238-1561
snelson@totalaquatic.llc

Bill to
Mike Langan
102 Sheffield Lane
Fayetteville, New York 13066
United States
+1 315-436-0977
michael_langan@nynd.uscourts.gov

Ship to
Mike Langan
102 Sheffield Lane
Fayetteville, New York 13066
United States
+1 315-436-0977

$1,500.00 USD due June 19, 2024

Pay online

Thank you for considering Total Aquatic Programming. We will develop your Enterprise Plan as soon as we receive payment. You can pay online or send a check to
Total Aquatic Programming LLC
7952 Superior Hill Place
Colorado Springs, Colorado 80908

Let us know if you have any questions.
Mick and Sue Nelson

Description	Qty	Unit price	Amount
Enterprise Plaan	1	$1,500.00	$1,500.00

Subtotal	$1,500.00
Customer is tax exempt	
Total	$1,500.00
Amount due	**$1,500.00 USD**

Pay with ACH or wire transfer
Bank transfers, also known as ACH payments, can take up to five business days. To pay via ACH, transfer funds using the following bank information.

Bank name WELLS FARGO BANK, N.A.
Routing number 121000248
Account number 40630185668430582
SWIFT code WFBIUS6S

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

IN RE: SKYRIDGE WATER DISTRICT **ORDER**

Order entered the 26th day of June, 2024.

A Petition (the "Petition") to Dissolve Skyridge Water District Extension No. 1 (the "Extension") brought pursuant to New York Town Law Section 202-c was filed with the Town Clerk on May 20, 2024.

A map of the Skyridge Water District (the "Water District") is on file with the Town Clerk. A map of the Extension to be dissolved is also on file with the Town Clerk.

The Town Board held a public hearing to consider the dissolution of the Extension (resulting in the dimuntion of the Water District) on June 26, 2024 at 6:40 P.M. at which time members of the public were be heard in relation to the subject.

Based upon the evidence provided at the public hearing, the Town Board believes that it is in the best interest of the Town to dissolve the Extension (thereby resulting in the diminution of the Water District).

The Town is bereby authoritzed to take any/all further action as necessary to accomplish the foregoing.

By order of the Town Board of the Town of Manlius.

Dated: June 26, 2024

Manlius, New York

Carrie Grevelding
Town Clerk

I, CARRIE GREVELDING, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Order was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 26th day of June, 2024; that said Order was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Order and of the whole thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 26th day of June, 2024.

DATED: June 26, 2024
Fayetteville, New York

_____

Carrie Grevelding
Town Clerk of the Town of Manlius
Onondaga County, New York

LAND DONATION AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into this ___ day of June, 2024, is by and between TWIN SHORES PROPERTIES, LLC (the "Grantor"), with a mailing address of 1333 13th Street, East Moline, Illinois 61244, and TOWN OF MANLIUS (the "Grantee"), with a mailing address of 301 Brooklea Drive, Fayetteville, New York 13066.

R E C I T A L S:

A. Grantor is the owner of the fee title interest in and to certain real property consisting of approximately 61.86 acres of land in the aggregate, constituting that certain parcel of land located at Burdick Street North in the Town of Manlius, Onondaga County, New York, as shown on **Exhibit A**, attached hereto and made a part hereof, having the Tax Map No. 086.-02-02.1 (said real property hereinafter referred to as "Property").

B. Grantor desires to donate, and Grantee desires to receive, the Property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Donation of Property. Grantor hereby donates and Grantee hereby receives the Property upon the terms hereafter set forth.

2. Closing Date. The consummation of the donation contemplated herein (the "Closing") shall take place immediately upon the completion of that certain transaction specified in that certain Purchase and Sale Agreement between the parties, of even date herewith (the "Purchase and Sale Agreement"). Closing shall take place at the office of counsel for the Grantee's attorney, or at such other place as the parties shall mutually agree.

3. Conditions to Closing. Closing under this Agreement is subject to and contingent upon the following:

(a) The completion of Closing as specified in the Purchase and Sale Agreement.

(b) Grantor delivering to Grantee the following documents at Closing:

(i) An executed Quit Claim Deed;

(ii) An executed TP-584;

(iii) An executed RP-5217; and

(iv) Such other documents as reasonably required by the Grantee

(c) The Grantee cooperating in all respects with providing the Grantor with all information as may be necessary for the Grantor to complete the IRS Form 8283 and to execute and deliver such form upon request by Grantor

4. Apportionments and Closing Expenses.

(a) No adjustments shall be made for real property taxes, water rates and charges, sewer taxes and rents, and similar charges.

(b) Grantee shall pay the transfer taxes (if any are due) payable in connection with the transfer of the Property.

(c) Grantee shall pay the deed recording fees and the Board of Equalization form filing fee, and the cost of its mortgage, including mortgage recording costs and mortgage recording tax (if any).

5. As Is/Where Is. Grantee agrees and acknowledges that Grantor makes no representations, covenants, or warranties regarding the Property.

6. Exclusivity. Grantor represents and covenants that Grantee is sole and exclusive person, entity or organization that it is negotiating with regarding the Property. While this Agreement is in effect, Grantor agrees not to accept any offers to purchase or otherwise transfer the Property.

7. Miscellaneous Provisions.

(a) This Agreement contains all of the terms agreed upon between the parties, and may not be changed or modified, except by an instrument executed by the parties.

(b) No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(c) The Agreement inures to the benefit of and is binding on the parties and their respective legal representatives, successors and assigns.

(d) All notices required pursuant to this Agreement shall be sent to the parties at the addresses first set forth above, or by facsimile or by e-mail correspondence.

(e) This Agreement is governed by the laws of the State of New York.

(f) This Agreement may not be assigned by either party without the other party's prior written consent.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year shown below.

GRANTOR:

TWIN SHORES PROPERTIES, LLC

Dated: _____

By: _____
Name:
Title:

GRANTEE:

TOWN OF MANLIUS

Dated: _____

By: _____
Name:
Title:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made and executed this ___ day of June, 2024, by and between TWIN SHORES PROPERTIES, LLC, an Illinois limited liability company with an address of 1333 13th Street, East Moline, Illinois 61244 (hereinafter called "Seller") and the TOWN OF MANLIUS, a New York municipal corporation with offices at 301 Brooklea, Fayetteville, New York 13066 (hereinafter called "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner in fee simple of certain parcels of land located at 5424 and 5430 Burdick Street North, in the Town of Manlius, County of Onondaga and State of New York, having the tax map identification numbers 086.-02-05.1 and 086.-02-04.1 (as shown on the map attached hereto as Exhibit A); and

WHEREAS, Seller desires to sell said real property to Buyer, and Buyer desires to purchase said real property from Seller.

NOW, THEREFORE, in consideration of the sum stated herein and other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Property.

(a) The premises herein to be conveyed (the "Property") consists of approximately 7.779 acres of land in the aggregate, constituting that certain parcel of land located at 5424 and 5430 Burdick Street North in the Town of Manlius, Onondaga County, New York, as shown on Exhibit A, attached hereto and made a part hereof, having the Tax Map No.'s 086.-02-05.1 and 086.-02-04.1, and together with all right, title and interest of the Seller in and to (a) any and all easements and rights-of-way appurtenant thereto, (b) any and all strips or gores adjacent to or abutting the Property, (c) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property, (d) any and all awards made or to be made in lieu of any of the foregoing and any unpaid award for damages to the Property by reason of any change of grade of any street; and (e) any and all rights of first refusal held by Seller concerning the right of first refusal to purchase the certain real estate owned by the grantor under such deed adjacent to the Property, subject, however, to beneficial utility easements along the property lines and not encroaching on any buildings, and restrictions of record providing there are no violations thereof.

(b) All items in, on or attached to the Property as of the date of this Agreement are included in the Purchase Price and the conveyance of the Property to Buyer and shall become the property of Buyer upon Closing and delivery of the Deed (as hereinafter defined).

2. Purchase Price. The purchase price for the Property shall be TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS ($2,800,000.00) (the "Purchase Price"). Buyer shall pay the Purchase Price as follows:

(a) Upon execution of this Agreement by both parties (hereinafter, the "Effective Date"), Buyer shall deposit the sum of TEN THOUSAND AND 00/100 Dollars ($10,000.00) (the

"Deposit") with Seller's attorney ("Escrow Agent") to be held in escrow by the Escrow Agent in an IOLA account. In the event that title closes as provided in this Agreement, then the amount of the Deposit shall be credited against the Purchase Price at Closing. In the event that the Deposit is to be returned to Buyer pursuant to the terms of this Agreement, Escrow Agent agrees to return the Deposit to Buyer upon receipt of written notice from Buyer and Seller. Escrow Agent shall have no duties except as specifically set forth herein and shall have no liability as escrow agent except in case of willful misconduct.

(b) At Closing, Buyer shall pay the balance of the Purchase Price upon delivery of the Deed as hereinafter provided, in cash or by certified or official bank or cashier's check or by wire transfer of immediately available funds.

3. Seller's Disclosure Items. Seller shall deliver to Buyer within ten (10) business days after the date of this Agreement, copies of all real estate bills for the current tax years, and all environmental reports, engineering reports, plans, drawings, specifications, surveys, title reports and any applicable warranties, if any, and any other documents reasonably requested by Buyer which are in Seller's possession or reasonable control.

4. Contingencies.

(a) Buyer acknowledges and agrees that prior to the Effective Datethe Manlius Town Board has adopted a resolution authorizing the acquisition of the Property on the terms specified in this Agreement, subject by New York Town Law to a permissive referendum vote on petition. This Agreement and the Buyer's obligations hereunder, shall be expressly contingent upon the satisfaction by Buyer at its sole cost or expense and in its sole and absolute discretion of the following contingencies:

(i) The review and approval by Buyer of any title report obtained by Buyer;

(ii) The issuance of bonds by Buyer in the amount of the Purchase Price;

(iii) If the Buyer receives a petition signed and filed by the appropriate number of registered voters of the Buyer requiring that a special election be held on the approval of the acquisition of the Property pursuant to Section 91 of the New York Town Law, that any such election is taken and sufficient votes are obtained approving Buyer to proceed with the Closing of the Property pursuant to the terms and conditions of this Agreement; and

(iv) This Agreement is contingent on the Buyer, on or before ninety (90) days from the Effective Date of this Agreement (the "Investigatory Date") and at the Buyer's sole cost and expense, conducting or having conducted on its behalf such non-invasive investigation or investigations as to the Property and Buyer's intended use of the Property as Buyer may desire, whether such be for the condition of the Property or any buildings on the Property, environmental, and/or flood zone conditions ("Investigation"). Seller will reasonably cooperate with Buyer and will provide to Buyer such additional information concerning the Property as Buyer may reasonably request to the extent such information is readily available to and in Seller's possession or control.

In the event any part of such Investigation does not meet Buyer's sole approval for any or no reason, then Buyer may, at Buyer's sole option, deem this Contract null and void, in which event neither party shall have any further rights, obligations or liabilities against or to the other, hereunder or otherwise, except the Deposit shall be refunded in full to the Buyer. In the event the Buyer does not exercise Buyer's right to deem this Contract null and void by providing written notice of such to Seller by the Investigatory Date, then Buyer shall automatically be deemed to have waived any and all rights Buyer may have pursuant to this subparagraph (iv).

Buyer, at Buyer's sole election, may waive any part or all of the Investigation at any time on or before ninety (90) days from the Investigatory Date.

(b) Buyer shall have the right to enter upon the Property from and after the execution of this Agreement by both parties upon reasonable advance notice to Seller for the purpose of conducting the non-invasive tests and studies described herein, and Buyer agrees to restore any damage to the Property resulting from the conduct of such tests and/or studies. Buyer agrees to indemnify and hold the Seller harmless from any and all liability arising from its entry upon the Property to conduct such tests and/or studies. Seller shall have the right to have a representative present during Buyer's inspections. Prior to entry upon the Property by an agent, representative, employee, or contractor of Buyer (each, a "Representative"), Buyer shall provide to Seller reasonable proof that such Representative carries public liability insurance in commercially reasonable amounts.

(c) Seller agrees to cooperate in all reasonable respects, and at no cost to Seller, with Buyer in assisting Buyer to satisfy the above contingencies. Buyer shall have an initial period of ninety (90) days after the Effective Date (the "Due Diligence Period") to satisfy all contingencies. If at any time prior to expiration of such period Buyer notifies Seller in writing that it is unable to satisfy any of the contingencies set forth in this Paragraph 4, or if Buyer has not satisfied or waived all the contingencies set forth in this Paragraph 4 by written notice to Seller prior to the expiration of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice to Seller, in which event this Agreement shall automatically cease and terminate, and the Deposit shall be promptly refunded to Buyer. If on or before the expiration of the Due Diligence Period Buyer has satisfied or waived the contingencies by written notice to Seller, then this Agreement shall continue in full force and effect and neither party shall have any further rights to terminate this Agreement with respect to the contingencies. Furthermore, if at any time prior to the expiration of the Due Diligence Period Buyer notifies Seller in writing that Buyer has received a petition signed and filed by the appropriate number of registered voters of the Buyer requiring that a special election be held on the approval of the acquisition of the Property pursuant to Section 91 of the New York Town Law, Seller has the sole discretion to extend the Due Diligence Period by an additional sixty (60) days from the date of Seller's written notice for the sole purpose of holding such special election and obtaining the necessary voters' approval. It is understood that the contingencies set forth herein are for Buyer's benefit and may be waived by Buyer at any time.

5. Closing. The closing of title (the "Closing") shall occur on or before the 30th day after the date on which Buyer has notified Seller that all of the contingencies set forth in Paragraph 4 of this Agreement have been satisfied or waived, provided that the Closing shall occur no later than December 13, 2024. Closing shall take place at the office of Buyer's counsel or at such other place as the parties or their attorneys designate.

6. Closing Documents.

(a) At Closing herein, Seller shall deliver to Buyer the following documents:

(i) A duly executed, recordable bargain and sale deed with covenant against grantor's acts and with lien covenant, in statutory form (the "Deed"), wherein Seller conveys to Buyer good and marketable fee simple title to the Property, free and clear from all liens and encumbrances except as otherwise provided herein and subject to the Permitted Exceptions (as hereinafter defined), together with properly executed Forms RP-5217 and TP-584.

(ii) Such evidence or affidavits as may be reasonably required by Buyer or Buyer's title company regarding the status of title and the authority of the persons executing the various documents on behalf of Seller in connection with this transaction.

(iii) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and Seller is not a "foreign person" as that term is defined in Section 1445.

(b) At Closing, Buyer shall deliver to Seller the following:

(i) The balance of the Purchase Price, as adjusted pursuant to Paragraph 7 below.

(ii) Such evidence or affidavits as may be reasonably required by Seller regarding the authority of the persons executing the various documents on behalf of Buyer in connection with this transaction.

7. Adjustments. There shall be pro-rated and adjusted as of the date of Closing, real estate taxes computed on a fiscal year basis (including all items in the current county tax bill, excepting returned school taxes and any local assessments), rents and any water and sewer charges. Taxes for all prior years shall be paid by Seller.

8. Search and Survey. At its own expense, Seller shall furnish and deliver to the attorney for Buyer no later than thirty (30) days after the Effective Date, a correct, up-to-date county or title company's history (abstract) of title, made from the records in the County Clerk's Office, commencing with a warranty or better deed which conveys a l00% fee interest, recorded no later than January 1, 1945, fully guaranteed tax, title and United States District Court searches dated subsequent to the Effective Date (the "Searches") together with a copy of any existing instrument surveys of the Property in Seller's possession. Buyer shall be permitted to obtain an updated instrument survey of the Property, meeting the standards of the Onondaga County Bar Association, prepared by a surveyor licensed in the State of New York, certified to Buyer and such other parties as Buyer may designate, showing the Property together with all improvements thereon, if any, and all easements, rights-of-way and encroachments affecting the Property and certifying the exact acreage of the Property measured from the boundary line of any adjoining rights of way (the "Updated Survey"). Seller will cooperate in the preparation of the Updated Survey, if required.

9. Title and Condition of Property.

(a) State of Title. Buyer shall take title to the Property subject only to the Permitted Exceptions. "Permitted Exceptions" shall mean:

(i) all local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances, regulations and restrictions, now or hereafter in effect relating to the Property;

(ii) all unpaid installments of taxes and/or assessments not due and payable on or before the Closing date subject to adjustment as provided for herein;

(iii) those maters appearing in the Title Commitment (as hereinafter defined) that either are not objected to in writing within the time periods provided in this Agreement, or if objected to in writing by Buyer, are those which Seller has elected or been deemed to have elected not to remove or cure, or has been unable to remove or cure, and subject to which Buyer has elected to accept the conveyance of the Property;

(iv) all state of facts, circumstances or conditions upon or effecting the Property caused or permitted by Buyer; and

(v) any state of facts that an accurate survey would disclose, provided the same do not render title uninsurable, do not prevent, restrict, impede or interfere with Buyer's proposed development, construction, and operation of the Property.

(b) Condition of Property. Buyer acknowledges and agrees that except for the express representations made by Seller in this Agreement or in any document provided at Closing, Buyer shall accept the Property in "AS IS, WHERE IS CONDITION, WITH ALL FAULTS." Except for the express representations made by Seller in this Agreement or in any document provided at Closing, Buyer hereby acknowledges that it shall not be entitled to, and does not and will not, rely on Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or ground water at the Property, (iii) the existence, quality, nature, adequacy or physical condition of the utilities serving the Property; (iv) the development potential of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property or its respective operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or material relating in any way to the Property; (viii) except as otherwise set forth in this Agreement, the condition of title to the Property or the nature, status and extent of any recorded right, encumbrance, license, reservations, covenant, condition, restriction or any other matter affecting title to the Property; (ix) intentionally omitted; (x) the presence of any underground or aboveground tanks, pits, sumps, drums or other containers; or (xi) the existence or nature of any environmental condition(s) at the Property involving any and all hazardous or toxic materials, substances, pollutants, contaminants or waste currently defined as a "hazardous waste", "hazardous substance", "toxic substance", "waste", "pollutant", "contaminant" or any word of

similar import under any Environmental Laws, including, without limitation, oil, petroleum, or any petroleum derived substance or waste, microbial matter, asbestos or asbestos-containing materials, PCBs, explosives, radioactive materials, dioxins, or urea formaldehyde insulation (collectively, "Hazardous Substances"). As used herein, "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Toxic Substance Control Act, 15 U.S.C. § 2601, et seq., and the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq., as any of the preceding have been amended prior to the date hereof, and any other federal, state, or local law, ordinance, regulation, rule, order, decision or permit relating to the protection of the environment or of human health from environmental effects of Hazardous Substances and which are applicable to the Property. The restrictions contained herein are acknowledged to touch and concern the land, are intended to run with the Property and shall survive the Closing and delivery of the deed hereunder for a period of twelve (12) months.

BUYER ACKNOWLEDGES THAT BUYER HAS RELIED AND WILL BE RELYING ON ITS OWN DUE DILIGENCE REVIEW IN PURCHASING THE PROPERTY, INCLUDING PHYSICAL INSPECTIONS OF THE PROPERTY, AND THAT THE SAME IS BEING PURCHASED SOLELY IN RELIANCE UPON SUCH DUE DILIGENCE REVIEW, AND FURTHER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PURPOSE, HAVE BEEN MADE OR WILL BE MADE BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY OR THE PHYSICAL CONDITION THEREOF.

(c) Predecessor's Option on Residential Land. The conveyance of the Property is conditioned upon the Deed to said Property containing a provision that shall run with the land and bind Buyer and its successors in title for the next twenty (20) years from the day the deed is recorded, and which shall provide that if Buyer or its successors in title create a subdivision, or development, or new phase to existing development (a "Development") for single family residential housing or condominiums, then the Purchaser shall provide Fietta Realty Corp. or its assignee, with a first option right to purchaser any single family residence or condominium of its choosing in such Development upon the same business terms as said residence or condominium as will be offered by the Buyer, or Buyer's successors in title, for sale to the general public. Fietta Realty Corp's option to purchase a residence or condominium in any Development shall terminate thirty (30) days following Fietta Realty Corp.'s receipt of a written notification from Buyer, or Buyer's successors in title, (the "Option Period") of the availability to purchase a residence or condominium in the Development. If Fietta Realty Corp. desires to exercise the right provided for herein then it shall notify the Buyer or Buyer's successor in title within the Option Period. Fietta Realty Corp.'s right to purchase a residence or condominium in a Development shall continue until such time as Fietta Realty Corp. or its assignees purchases one residence or condominium and the right will terminate after Fietta Realty Corp. purchases one residence or condominium or

fails to exercise its option to purchase during the Option Period. The right provided herein shall not provide Fietta Realty Corp., or its assignee, any right to purchase an apartment, multi-family building, or commercial office building.

10. Costs. Seller shall pay for the Searches (including the continuation of the Searches to the time of Closing), the required transfer tax payable upon recording of the Deed, and other costs which would customarily be paid by Seller if not otherwise agreed to hereunder to be paid by Buyer. Buyer shall pay for the costs of the Updated Survey, any fees incurred for recording of the Deed and any insurance premiums associated with its final title insurance policy.

11. Seller's Title. Not more than thirty (30) days after receipt by the attorney for Buyer of the Search and the existing survey or the Updated Survey, if obtained by Buyer, Buyer shall order to be prepared and delivered to Buyer and Seller a current preliminary title report (the "Title Commitment") with respect to the Property prepared by Buyer's title insurance company and within ten (10) days following Buyer's receipt of the Title Commitment, Buyer's attorney shall deliver to Seller's attorney a written notice of any defects, encumbrances or other objections to title of the Property other than those matters to which this sale is subject (the "Title Objections"). Seller may, but shall not be obligated to, attempt to cure any Title Objections, provided, however, that Seller shall notify Buyer in writing within seven (7) business days following Seller's receipt of the Title Objections as to which of Buyer's Title Objections Seller has elected to cure ("Seller's Notice"). If Seller fails to notify Buyer within such seven (7) business day period, Seller shall be deemed to have elected not to cure or attempt to cure any of Buyer's Title Objections. If Seller notifies Buyer that Seller is unable or unwilling to cure any such objections, Buyer shall within seven (7) business days following Seller's notice (or the fourteen (14th) business day following delivery of the Title Objections to Seller if Seller has not responded) either: (i) terminate this Agreement by written notice to Seller, whereupon the Deposit shall be returned to Buyer and neither party shall have any further obligations hereunder (other than rights and obligations arising under this Agreement which by their terms are to survive such termination), or (ii) waive any such objections and the transaction contemplated hereby shall be consummated as provided herein, without any reduction in the Purchase Price. If Buyer fails to elect either clause (i) or (ii) within such time period, Buyer shall be deemed to have elected clause (ii). If Seller notifies Buyer that it will cure any of Buyer's Title Objections, Seller shall be entitled to reasonable adjournments of the Closing during which Seller may attempt to cure such objections, subject to Buyer's reasonable approval of the same. Notwithstanding anything to the contrary contained herein, Buyer's right to terminate this Agreement pursuant to this Section 11 shall expressly terminate seven (7) days following receipt of Seller's Notice, whereupon Buyer's approval of the Title Commitment shall become absolute and the Deposit shall become non-refundable, except as otherwise expressly set forth in this Agreement. Notwithstanding the foregoing, if the Property shall be affected by any mortgage which secures an obligation of Seller, and which may be discharged by the payment of an ascertainable amount less than the Purchase Price, then it shall be Seller's obligation to discharge such lien or encumbrance. The acceptance of the Deed by Buyer shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

12. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller has the full right and authority to enter into this Agreement and to perform all of the obligations of Seller contained herein, as well as owns fee simple title to the Property. The person signing this Agreement on behalf of Seller is authorized to do so.

(b) No action, suit or other proceeding (including, but not limited to, condemnation actions) is pending or, to the best of Seller's knowledge, threatened that concerns or involves the Property or Seller's interest in the Property.

(c) Seller has not received any written notice stating that there are violations of any laws, ordinances, orders, regulations or requirements of any federal, state, county or municipal authority affecting the Property.

(d) The execution and delivery of this Agreement and related documents required hereunder and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller, and will not result in the creation or imposition of any lien on any of Seller's assets or property which would materially and adversely affect the ability of Seller to carry out the terms of this Agreement.

(e) As of Closing, there are no leases or tenancies in effect with respect to the Property.

(f) To Seller's actual knowledge the Property complies with all Environmental Laws. Seller has not received any written notice concerning the existence of Hazardous Materials on the Property in violation of any Environmental Laws. "Hazardous Materials" means, without limitation, oil and petroleum products, asbestos, polychlorinated biphenyls, radon and urea formaldehyde, and any regulated substance, toxic substance, hazardous waste, pollutant or contaminant defined or referred to in the Environmental Laws, other than de minimis quantities used in accordance with laws. "Environmental Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement relating to the environment.

13. Covenants of Seller. From the Effective Date and until the Closing or earlier termination of this Agreement:

(a) Seller shall (i) operate and maintain the Property in accordance with normal maintenance and management practices utilized in the ordinary course of the business and (ii) not make any material alterations or changes to the Property, except in the ordinary course of business.

(b) Seller shall not sell, transfer, convey or encumber, or cause or permit to be sold, transferred, conveyed or encumbered, the Property, or any part thereof or interest therein.

(c) Seller shall not enter into any new lease or renew an existing lease.

(d) Seller shall maintain its existing fire and extended coverage casualty insurance in force with respect to the Property.

(e) Seller shall not, without the prior written consent of Buyer enter into any maintenance, service, operation, repair or other contract or agreement relating to the use,

maintenance or operation of the Property, or renew any contract affecting the Property, unless the same are assignable to Buyer and cancelable upon not more than thirty (30) days' notice without cost or penalty.

(f) Seller shall continue to perform all of its material obligations under the contracts affecting the Property.

(g) Seller shall promptly notify Buyer in writing of any litigation or governmental proceeding to which Seller becomes a party or which affects the Property or any part thereof.

(h) The Property shall be in substantially the same condition on the Closing as on the date hereof, save and except for reasonable and ordinary wear and tear from normal use.

(i) Until the earlier of the Closing or the termination of this Agreement, Seller agrees that Seller shall: (1) not do anything that would impair or modify the status of title; (2) not directly or indirectly, through any officer, director, partner, agent or otherwise (i) solicit, entertain or accept any third-party offer or proposal to purchase the Property, or (ii) participate in any discussions or negotiations regarding, or furnish any information to any person, entity or authority, with respect to, the disposition of the Property (in furtherance of the foregoing, Seller hereby agrees that, during the term of this Agreement, Buyer shall have the exclusive right to negotiate with Seller for the purchase of the Property); and (3) remain liable for injuries to persons and damages to property occurring at the Property until the Closing except for those injuries or damages attributable solely to the acts or omissions of Buyer or its agents or employees. This Paragraph shall survive Closing.

14. Possession. Buyer shall have possession and occupancy of the Property from and after the date of Closing, free and clear of any liens.

15. Post-Closing Sitework. Following Closing, Buyer agrees and acknowledges that it will provide a letter agreement outlining commencement of site work and construction to the Property for its planned improvements (the "Project") within thirty (30) business days after the date of Closing. The obligations of the parties set forth in this Section 15 shall survive Closing.

16. Easements. Buyer acknowledges and agrees that Seller is developing an approximately 2 acre site located adjacent to the Property. In connection with both Seller's development activities and Buyer's development of the Property, both parties agree to execute such easements in favor of the other party as may be reasonably required to effectuate any stormwater and flood mitigation plan and the construction, connection, or continuation of roads, curb cuts, sewers, stormwater facilities, water and power lines, utilities and such other easements as may be reasonably required allowing infrastructure facilities to be constructed and/or connected, provided such easements do not adversely affect Buyer's proposed development of the Property and Seller's proposed development of its property located adjacent to the Property. The obligations of the parties set forth in this Section 16 shall survive Closing.

17. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by certified or registered mail or by overnight mail to the Buyer and Seller addressed as follows:

If intended for Seller, to be sent to:	Twin Shore Properties, LLC Attn: David Neuman 1333 13TH Street East Molina, Illinois 61244
With a copy to:	Harris Beach PLLC 99 Garnsey Road Pittsford, New York 14534 Attn: Frank C. Pavia, Esq.
If intended for Buyer, to be sent to:	Town of Manlius 301 Brooklea Drive Fayetteville, New York 13066 Attn: John Deer, Supervisor
With a copy to:	Harris Beach PLLC 333 West Washington Street, Suite 200 Syracuse, NY 13202 Attn: Joseph V. Frateschi, Esq.

Notices hereunder shall be sufficient if given by counsel to the parties as set forth above. All such notices, requests and other communications shall be deemed to have been given for all purposes hereof on the date of actual receipt or the date delivery is refused.

18. Broker's Commission. Seller and Buyer represent to each other that no realtor, real estate broker or salesperson was contacted, engaged or consulted in connection with the sale of the Property or the execution of this Agreement. Should this representation be contrary to fact, the party making this misstatement covenants and agrees to indemnify, defend and save the other harmless against any claims for brokerage commissions and fees in connection with this transaction alleged to arise from the dealings of any claimant with the respective indemnitor.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, distributes, legal representatives and assigns of the respective parties hereto.

20. Remedies Upon Default.

(a) Default by Seller. In the event that the sale of the Property is not consummated through a default of Seller (except as a result of a default by Buyer), Buyer shall have the right, as its sole and exclusive remedies with respect to such failure, either (i) to terminate this Agreement by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Agreement except as specifically provided otherwise in this Agreement, and Escrow Agent immediately shall deliver the Deposit, together with any interest earned thereon, to Buyer and Seller shall reimburse Buyer's out of pocket expenses paid to third parties in connection with Buyer's proposed purchase of the Property (e.g., environmental inspection costs, appraisals, Buyer's reasonable attorneys' fees), as evidenced by copies of true and correct invoices

for such expenses, or (ii) to enforce specific performance of Seller's obligations under this Agreement.

(b) Default by Buyer. In the event all conditions of this Agreement are satisfied and performance of this Agreement is tendered by Seller and the sale is not consummated through default by Buyer in failing to close as herein provided (except as a result of a default by Seller), then Seller, as Seller's sole and exclusive remedies, shall have the right to either (i) enforce specific performance of Buyer's obligations under this Agreement, or (ii) terminate this Agreement by giving written notice thereof to Buyer, whereupon Escrow Agent shall deliver the Deposit, together with any interest earned thereon, to Seller, free of any claims by Buyer, as liquidated damages, and neither party hereto shall have any further rights or obligations under this Agreement except as specifically provided otherwise in this Agreement. The Deposit is a good faith estimate of actual damages that Seller would suffer because of Buyer's failure to close on the Closing date as herein provided and shall be liquidated damages for such default because of the difficulty, inconvenience and uncertainty of ascertaining Seller's actual damages for Buyer's failure to close this Agreement on the Closing date as herein provided.

21. Miscellaneous. This Agreement represents the sole and entire agreement between the parties with respect to the subject matter hereof; and it may not be modified except by an instrument, in writing, signed by the parties hereto. There are no representations, warranties or conditions other than those expressly set forth herein. All warranties and representations contained herein shall survive two (2) years after Closing.

22. Risk of Loss. Risk of loss to the Property from casualty or condemnation shall be borne by Seller until delivery of the deed or actual possession by Buyer, whichever is earlier, and upon the happening of any such material loss or damage, Buyer shall have the election of terminating this Agreement without further liability hereunder, in which event this Agreement shall automatically cease and terminate, and the Deposit, together with any interest earned therein, shall be promptly returned to Buyer.

23. Interpretation. The laws of the State of New York shall govern the validity, performance and enforcement of this Agreement.

24. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Electronic signatures complying with the New York Electronic Signatures and Records Act (New York State Technology Law §§ 301-309), as amended from time to time, or other applicable Law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

[*No further text on this page. Signature page to follow*.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

BUYER:
TOWN OF MANLIUS

By: _____
Name:
Title: Supervisor

SELLER:
TWIN SHORES PROPERTIES, LLC

By: _____
Name:
Title:

ESCROW AGENT

The undersigned joins in the execution of this Purchase and Sale Agreement solely for the purposes of evidencing its acknowledgement and agreement to hold and disburse the Deposit in accordance with the terms of this Agreement.

ESCROW AGENT

Harris Beach, PLLC

By: _____
Name:
Title: Partner

EXHIBIT “A”

2024 Recreation Staff for Board Approval 6/26/2024

Last	First	Pay 2024	Title
Aldrich	Jaelynn	$16.75	RecAttendant
Alpert	Danielle	$16.75	RecAttendant
Boltman	Patty	$18.25	Rec Leader
Brumfield	Ki'shon	$17.00	RecAttendant
Buffun	Taylor	$16.75	RecAttendant
Burns	Ryder	$16.75	RecAttendant
Calnon	Jack	$16.50	RecAttendant
Davies	Adaline	$23.00	WSI/Rec Activity Specialist
Davies	Gilbert	$23.25	WSI/Rec Activity Specialist
DeLaney	Taetum	$16.75	RecAttendant
DeLaney	Tyler	$16.75	RecAttendant
Ferguson	Gracelin	$16.75	RecAttendant
Frisbie	Hayden	$16.50	RecAttendant
Giordano	Dominic	$16.50	RecAttendant
Glade	Meagan	$23.00	WSI/Rec Activity Specialist
Glade	Aiden	$20.75	Lifeguard
Goodson	Katherine	$20.75	Lifeguard
Hale	Joshua	$21.00	Sub Lifeguard
Hamilton	Alexis	$16.50	RecAttendant
Hamilton	Kaleigh	$16.75	RecAttendant
Hasegawa	Anna	$21.00	Lifeguard
Hasegawa	Clara	$21.00	Lifeguard
Hayden	Saige	$22.75	WSI/Rec Activity Specialist
Hayden	Riley	$26.25	WSI/Rec Activity Specialist
Healy	Molly	$16.50	RecAttendant
Johnson	Karley	$16.50	RecAttendant
Kawa	Elizabeth	$16.50	RecAttendant
Lalik	Jack	$16.50	RecAttendant
Long	Kelly	$4,162.50	RecLeader

2024 Recreation Staff for Board Approval 6/26/2024

Long	Patrick	$23.00	Rec Leader
Mosher	Lucas	$16.75	RecAttendant
Nash	Anderson	$16.50	RecAttendant
O'Reilly	Kaitlyn	$17.00	RecAttendant
Palamara	Jayme	$23.00	WSI/Rec Activity Specialist
Palamara	Madison	$23.00	WSI/Rec Activity Specialist
Papa	Madeline	$16.75	RecAttendant
Parmley	Katherine	$20.75	Lifeguard
Porter	Jason	$23.25	WSI/Rec Activity Specialist
Rabin	Zachary	$16.75	RecAttendant
Raymond	Jaden	$16.75	RecAttendant
Reith	Lynn	$21.00	Bus Driver
Rich	Margaret	$16.50	RecAttendant
Richards	Ethan	$16.50	RecAttendant
Robbins	Thomas	$3,337.50	RecLeader
Scheftic	Cassidy	$17.00	RecAttendant
Shambaugh	Abigail	$16.50	Rec Attendant
Shambaugh	MacKenzie	$16.75	RecAttendant
Smith	Kate	$3,162.50	LTS Director/Recreation Leader
Stadelmann	Sarah	$16.75	RecAttendant
Valenzuela	Natalia	$16.50	Rec Attendant
Walsh	Nick	$16.75	RecAttendant
Weaver	Julie	$17.00	RecAttendant
Weisberg	Addison	$16.50	RecAttendant
Werde	Max	$16.50	RecAttendant
Wood	Madison	$16.50	RecAttendant
Zilinskas	Amber	$17.00	RecAttendant
Zullo	Danica	$17.00	RecAttendant

Fayetteville-Manlius
SCHOOL DISTRICT

8199 East Seneca Turnpike
Manlius, NY 13104
Phone: (315) 692-1234

TOWN OF MANLIUS BUS LEASE – SUMMER PROGRAM

This agreement between the Fayetteville-Manlius Central School District hereinafter called the "District" and the Town of Manlius Recreation Department, hereafter called "Town", is made pursuant to Section 1502 of the Education Law.

1. The "District" agrees to lease to the "Town" one (1) sixty (60) passenger school bus for the period of July 8 – August 8, 2024 and an additional bus for August 5 and 6, 2024.
2. "District" bus drivers will receive first consideration by the "Town" for summer driving employment.
3. The "District" Transportation Supervisor's approval of the driver's qualifications will be required.
4. The "Town" will pay any and all reasonable expenses incurred in operation of the bus including fuel, maintenance, driver salaries, etc.
5. The "Town" will pay the district a fee of $200.00 for use of one bus under the terms of this agreement plus an additional $25.00 for the use of a second bus for two days.
6. The "Town" will furnish to the "District" a Certificate of Insurance in such form as the "District" may reasonably require. Such insurance coverage will be in the same limits that the "District" coverage included.
7. The "Town" will be fully responsible for all physical damage to the bus, unless caused by the negligence, gross negligence or willful disregard of the District.
8. The "Town" agrees to defend, indemnify and hold the "District" harmless, from and against any and all claims, losses, liabilities or expense, including attorney fees and costs arising out of or resulting from the use by the "Town" of the buses leased hereunder, unless caused by the negligence, gross negligence or willful disregard of the District.

For Fayetteville-Manlius, Supt. Of Schools

Signature

CRAIG J. TICE, Ph.D.
Print Name

Dated: 6/12/24

For the Town of Manlius, Supervisor

Signature

Print Name

Dated:

cc: Becki Finnerty, Asst. Director of Transportation; S. Conley, District Treasurer

ESI EMPLOYEE ASSISTANCE GROUP
TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Town of Manlius, NY** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **7/1/2024 - 6/30/2025.**

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling**: Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.

- **Face-to-face Counseling Sessions per Issue**: **3**
  Members are eligible for telephonic counseling and short-term, in-person counseling.

- **Work/life Benefits**: Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.

- **Lifestyle Benefits**: Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.

- **Wellness Resource Center**: Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

- **3 Session Model:** Includes an assessment, referral, and brief therapy as appropriate. Diagnosis driven treatment referrals are moved to the health insurance plan after the diagnosis is assessed.

ESI EMPLOYEE ASSISTANCE GROUP
TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.

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

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.

ESI EMPLOYEE ASSISTANCE GROUP
TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.

- **Unlimited Administrative (Mandatory) Referrals**: Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.

- **Unlimited HR Consultations w/ SPHR's**: Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.

- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.

- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.

- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.

- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training**: **No**
  ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate.**

VII. Term

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

VIII. Fees and Payment

A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.

B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.

C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.

B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.

C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.

D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

X. Force Majeure

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

XI. Execution of Documents

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

XII. Entire Agreement

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

EMPLOYEE SERVICES LLC	**Town of Manlius, NY**
_____	_____
Gordon G. Bell, President	Authorized Signature
_____	_____
Date	Date

ESI EMPLOYEE ASSISTANCE GROUP
TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | EXHIBIT A

Town of Manlius, NY ("Client") 7/1/2024 - 6/30/2025.

Service Charges and Payment

A. The annual fee for the employee assistance program is **$33.34** per employee.

B. The total number of employees covered under this Agreement is **102**.
(*Town 59 employees, Police Dept. 43 employees*)

C. Client agrees to pay ESI the sum of **$3,400.68** annually.

D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.

E. Payment of the **Semi-Annual** premium is due upon receipt of the invoice.

F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.

G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **$250.00** per hour plus travel time.

H. DOT required Substance Abuse Evaluations - **$850.00** each.

Town of Manlius

Internal Procurement Policy

I. Scope

This Policy establishes Guidelines whereby the Town of Manlius will obtain supplies, equipment, and services in a timely manner and of the best value to the residents and taxpayers of the Town. Further this Policy will be carried out in such a manner that maintains fairness to competitive vendors and abides by all applicable Federal, State, Local Laws, Rules, and Regulations governing public purchasing practices.

Additionally, where the Town of Manlius is procuring a commodity or service, whether by competitive bid or other type of procurement, that is the subject of a GreenNY procurement specification that has received final approval of the NYS Green NY Council pursuant to Executive Order No 22 (2022), the Town of Manlius Purchasing Officer shall follow the GreenNY procurement specification to the maximum extent practicable ad where cost is reasonably competitive as defined in in General Municipal Law § 104-a. GreenNY approved procurement specifications can be found online at: https://ogs.ny.gov/greenny/approved-greenny-specifications.

II. Guideline 1

Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law §103. Every Town Officer, Board Member, Department Head and/or other personnel with the requisite purchasing authority ("Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvases of other Town Departments and the past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

III. Guideline 2

A. All purchases of:

1. Supplies or equipment which will exceed $20,000 in the fiscal year shall be formally bid, pursuant to General Municipal Law §103. When competitive bidding is required, the award of the contract is made to the lowest priced and the best value bid which has complied with the specifications.

2. Public works contracts over $35,000 shall be formally bid pursuant to General Municipal Law §103.

B. All estimated purchases of:

1. Less than $20,000 but greater than $3,000 require written quotes from 3 vendors by mail, email, or fax and will be subject to approval by the Town Supervisor.

2. Highway: Greater than $5,000 will be subject to approval by the Town Supervisor. Any purchase of salt, diesel, and asphalt that is purchased off State or County contract is not subject to approval by the Town Supervisor.

3. Police: Greater than $1,000 will be subject to approval by the Town Supervisor.

4. All other Departments: Greater than $500 will be subject to approval by the Town Supervisor.

C. All estimated public works contracts of:

1. Less than $35,000 but greater than $5,000 require Quotes from at least 3 contractors and will be subject to approval by the Town Supervisor.

The purchaser shall compile a list of all vendors from whom quotes and proposals have been requested and the quotes and proposals offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation Supporting the subsequent purchase of contract.

IV. Guideline 3

In addition to the requirements set forth in Guideline 2, all purchases or public works contracts exceeding $500 must be reviewed and approved by the Town Supervisor. This Guideline shall not apply to the Town of Manlius Highway Department, the Police Department, or items included in the Town of Manlius Budget provided as to the latter the purchase or contract price does not exceed the budgeted amount by more than 10%.

V. Guideline 4

Except as provided in Guidelines 6 and 7 hereof, the lowest responsible proposal or quote shall be awarded the purchase or contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make an award to other than the vendor or contractor with the lowest responsible quote or proposal. If a vendor or contractor is not deemed responsible, facts supporting that judgment shall also be documented and file with the record supporting the procurement and the vendor or contractor shall be granted a right to be heard on such issues prior to award.

VI. Guideline 5

If a quote or proposal is received from a local vendor or contractor which approximates or is substantially like the lowest quote or proposal received, the Purchaser may opt to award the purchase contract to said local vendor or contractor. For purposes hereof "local" shall mean its main business premises are located within 50 miles of the Town of Manlius.

VII. Guideline 6

The Town Board may permit the use of best value as a method of awarding contracts in a manner that is in the best interest of the Town and only used for Purchase Contracts. Goods and services procedure and awarded based on best value are those that are proven to optimize quality, cost, and efficiency, among responsive and responsible bidders/offers. The determination shall be based on an objective analysis of clearly described and documented criteria as they apply to the rating of bids and offers. Where possible, such determination shall also be based upon and include a quantifiable analysis of the same. The criteria may include, but shall not be limited to, any or all the following:

A. Cost of maintenance

B. Proximity to the end user if distance or response time is a significant term.

C. Durability

D. Availability of replacement parts or maintenance contractors

E. Longer product life

F. Product performance criteria

G. Quality of craftsmanship

Whenever any contract is awarded based on best value instead of the lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

VIII. Guideline 7

Pursuant to GML §103(16), the Town Board may authorize the purchase of apparatus, materials, equipment, supplies, and contracts for services related to installation, maintenance, or repair of those items, using contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein and in compliance with New York State Procurement Rules. The Town can also piggyback on Public Housing Authority if they are New York State compliant. When determining whether the procurement falls within this exception to the competitive bidding process, the Town Board must make a finding that the following three (3) prerequisites have been met:

A. The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties (e.g., a private company, association or not-for-profit corporation is the party awarding the contract to the vendor), and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.

B. The contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In general, this would occur by inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities. Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.

C. The contract must have been let to the lowest responsible bidder or based on best value in a manner consistent with GML §103. The Town Board should obtain background information on the procedures used to let the contract, and as necessary, consult with the Attorney for the Town to determine whether this prerequisite is met.

IX. Guideline 8

A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

X. Guideline 9

Except when directed by the Town Board or the Town Supervisor, no solicitation or proposals or quotations shall be required under the following circumstances:

A. Emergencies

B. Sole source situations

C. Goods purchased from another governmental agency.

D. Goods purchased at auction.

E. Goods purchased from a Correctional Facility.

F. Goods purchased for less than $250.

G. Public works contracts for less than $500.

Note: If the Town is piggybacking or using New York State Contract due diligence should still be followed to assure that the Town is getting the most favorable terms and conditions.

XI. Guideline 10

Pursuant to the State Finance Law §162, the Town may authorize preferred sources without bidding in such instances and should be documented accordingly.

A. CORCRAFT
B. Qualified, charitable nonprofit agencies for the blind
C. Special employment programs serving mentally ill persons
D. Qualified, charitable nonprofit agencies for severely disabled persons
E. Certain qualified veterans' workshops

XII. Guideline 12

Professional services are not required to go through the competitive bidding process but will go through a proposal or quotation process as deemed necessary by the Town Board or the Town Supervisor to ensure that these procurements are made on the most favorable terms and conditions.

XIII. Guideline 13

This policy has been implemented pursuant to General Municipal Law §103 and is intended to provide guidelines that will lend uniformity and structure to the purchasing process in the Town of Manlius. This policy shall not create any obligation or duty on the part of the Town, nor shall it serve to create any rights on the part of vendors, purchasers, or citizens to assert any claim whatsoever against the Town or any of its officials or employees for failure to comply with the requirements of this policy.

XIV. Guideline 14

This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

syracuse office environments

Proposal

Syracuse Office Environments
375 Erie Blvd W
Syracuse, NY 13202
Phone: 315.476.9091
www.soesyr.com

Order Number	12434
Date	06/24/2024
Customer PO No	
Customer Name	TOWN OF MANLIUS
Salesperson	Joe De Santis
Project Number	
Terms	NET 15
Page	1 of 3

TO
TOWN OF MANLIUS
301 BROOKLEA DRIVE
FAYETTEVILLE, NY 13066

ATTN: KAY BLYTHE
Phone: 315-632-7306
Email: kblythe@townofmanlius.org

SHIP TO
TOWN OF MANLIUS
301 BROOKLEA DRIVE
FAYETTEVILLE, NY 13066

ATTN: SARA BOLLINGER
Phone: 315-632-7306

Prepared for : Joe De Santis

TAG: BOARD ROOM

PRICING PER HON NYS CONTRACT – PC70286

PLEASE MAKE PO OUT TO:
HON
C/O SOE
200 OAK STREET
MUSCATINE IA 52761

Line	Quantity	Description	Unit Price	Extended Amount
1	8.00 Each	HMPT3072NS--.N-$(L1STD)-.PINC-PINC-$(P1)-.P71 Between 30x72 Nesting Table .N:No Grommets $(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle PINC:Pinnacle $(P1):P1 Paint Opts .P71:Black	351.84	2,814.72
2	12.00 Each	HCT1MM--.Y1-.A-.H-.M-$(1)-.UR-27-.AL-.SB-.T HON Mesh Mid-Back Task Chair .Y1:SimpleSynchro-Tilt w/SeatSlide .A:Height and WidthAdjustable Arm .H:Hard Casters .M:Black Mesh Back $(1):Grade 1 Uph .UR:Contourett 27:Safari .AL:Adjustable Lumbar .SB:Standard Base .T:Black Frame Color	218.68	2,624.16
3	6.00 Each	HMTUMOD50--$(P1)-.P Universal Mod Panel for 60" Motivate tables $(P1):P1 Paint Opts .P:Black	120.27	721.62
4	1.00 Each	INSIDE DELIVERY	1,108.89	1,108.89
			Order Sub-Total :	$7,269.39
			TOTAL ORDER :	**$7,269.39**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

syracuse office environments

Proposal

Syracuse Office Environments
375 Erie Blvd W
Syracuse, NY 13202
Phone: 315.476.9091
www.soesyr.com

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For Leasing Options Scan QR Code

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Order Number	12434
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Customer Name	TOWN OF MANLIUS
Salesperson	Joe De Santis
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Page	3 of 3

1. ACCEPTANCE. Acceptance of this proposal includes, but is not limited to, Buyer's signature on this proposal, total or partial acceptance of goods or services provided by Seller, or Buyer's use of Seller's bid in another bid proposal. Such acceptance shall be deemed an unconditional acceptance and shall create a binding contract. Seller reserves the right to revoke this offer any time prior to Buyer's acceptance. If this document is deemed to be an acceptance, the acceptance is expressly conditioned on the Buyer's assent to the exact terms and conditions contained herein, and any differing terms are rejected. If any changes in quantity, quality, or style are desired, another agreement must be signed by both Buyer and Seller. Seller and Buyer bind themselves, their successors, and assigns to this Agreement.

2. TITLE OF GOODS. Buyer shall take title to merchandise and assume obligation for payment and maintain insurance on the merchandise, commencing with the date at which Seller receives the merchandise at its premises or at a drop shipment location and notifies Buyer of such receipt.

3. BUYER OBLIGATIONS AND LIMITATIONS. Buyer shall furnish all details and explanations necessary to clarify plans and specifications. If merchandise is special ordered and the Buyer cancels through no fault of Seller, Seller will have to right to assess the Buyer a restocking charge. Buyer shall inspect goods within a reasonable time and notify Seller in writing within 72 hours of when Buyer becomes aware of any defects or nonconformity. Buyer shall give Seller reasonable time to cure any defects or nonconformity. The goods furnished by Seller are subject to variations in dye lots, color and finish, even within the same lot. Such variations shall not be considered defects. No claim or back charge of any nature shall be charged to or made against Seller unless the Buyer has made the required written notice and has the consent of Seller. Any changes against either party are to be accounted for and settled monthly. Buyer must notify Seller in writing of any breach of warranty. The Buyer's sole remedy for any breach of warranty shall be at Seller's discretion.

4. SELLER OBLIGATIONS AND LIMITATIONS. Seller agrees to supply Buyer with adequate documentation if needed for approval. Seller shall not be liable for any loss, damage, detention, delay or breach of this agreement caused by Owner, Architect, Designer, Buyer or any of Buyer's subcontractors or materialmen, or by delays in transportation or by causes beyond Seller's control. Seller is not liable for indirect or consequential damages to Buyer or third parties. Seller make no warranties not contained in writing. Material warranties will not exceed manufacturer's recommendations. Seller makes no warranty of merchantability or fitness for a particular purpose.

5. TAXES. Prices quoted in this Agreement are subject to sales or other excise taxes where applicable.

6. TERMINATION. If the Buyer stops, delays or interferes with performance of Seller, or fails to make payment when payment is due, or is any way in violation of the terms of this Agreement, Seller may, upon three (3) days written notice to Buyer, terminate this Agreement and recover from Buyer payment and or material for all work and material related to this Agreement completed or in process and any related costs, including Attorney's fees. Seller shall not be liable for any charges or expenses incurred by the Buyer in advance of the normal or reasonable lead time required to meet scheduled delivery dates.

7. NON-WAIVER. Waiver by either Seller or Buyer of a breach by the other of any provision so this Agreement shall not be deemed a waiver of future compliance with said provision. Such provision shall remain in full force and effect.

8. PAYMENT AND LIENS. Payment terms are determined by Seller at its sole discretion. Some purchases may require cash payments in advance. When credit terms are available, payment by Buyer shall be made within 10 days of date of invoice. Past due invoices may be subject to a late payments charge of 1.5% per month or the maximum rate permitted by law. Seller shall recover all costs and expenses, including attorney's fees related to collecting payment for the enforcement of this Agreement. Seller agrees to furnish a full and absolute release of liens upon request at the receipt of final payment.

9. ARBITRATION. All claims, disputes and other matters in question between Seller and Buyer arising out of, or in any way relating to this Agreement or the breach thereof, except those that have been waived or which are barred by the passage of time, waiver, or lack of required notice, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This Agreement to arbitrate shall be specifically enforceable under arbitration law and the ward rendered by the arbitrators shall be final and conclusive and judgement may be entered upon it, in accordance with the Federal Arbitration Act and other applicable law, in any court having jurisdiction thereof.

10. SEVERABILITY. If any provision of this Agreement is determined to unenforceable or invalid, the unenforceable or invalid part thereof shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force and effect as if the severed portions had not been part of this Agreement.

11. APPLICABLE LAW. The rights and obligations under this Agreement shall be governed by the laws of the State of New York. Buyer and Seller agree that all arbitration proceedings shall be administered and held exclusively in Syracuse, New York, and that exclusive jurisdiction and venue for any litigation shall be New York State District Court for Onondaga County.

Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____

syracuse office environments

Proposal

Syracuse Office Environments
375 Erie Blvd W
Syracuse, NY 13202
Phone: 315.476.9091
www.soesyr.com

Order Number	12435
Date	05/17/2024
Customer PO No	
Customer Name	TOWN OF MANLIUS
Salesperson	Joe De Santis
Project Number	
Terms	NET 15
Page	1 of 2

TO
TOWN OF MANLIUS
301 BROOKLEA DRIVE
FAYETTEVILLE, NY 13066

ATTN: KAY BLYTHE
Phone: 315-632-7306
Email: kblythe@townofmanlius.org

SHIP TO
TOWN OF MANLIUS
301 BROOKLEA DRIVE
FAYETTEVILLE, NY 13066

ATTN: SARA BOLLINGER
Phone: 315-632-7306

Prepared for : Joe De Santis

TAG: BOARD ROOM

PRICING PER HON NYS CONTRACT – PC70286

PLEASE MAKE PO OUT TO:
HON
C/O SOE
200 OAK STREET
MUSCATINE IA 52761

Line	Quantity	Description	Unit Price	Extended Amount
1	40.00 Each	HIGS6–.N-.E-.U-$(1)-.UR-27-.T Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .E:Nylon Glide .U:Upholstered $(1):Grade 1 Uph .UR:Contourett 27:Safari .T:Black	218.29	8,731.60
2	1.00 Each	INSIDE DELIVERY	1,571.68	1,571.68
			Order Sub-Total :	$10,303.28
			TOTAL ORDER :	**$10,303.28**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

For Leasing Options Scan QR Code

syracuse office environments

Proposal

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5. TAXES. Prices quoted in this Agreement are subject to sales or other excise taxes where applicable.

6. TERMINATION. If the Buyer stops, delays or interferes with performance of Seller, or fails to make payment when payment is due, or is any way in violation of the terms of this Agreement, Seller may, upon three (3) days written notice to Buyer, terminate this Agreement and recover from Buyer payment and or material for all work and material related to this Agreement completed or in process and any related costs, including Attorney's fees. Seller shall not be liable for any charges or expenses incurred by the Buyer in advance of the normal or reasonable lead time required to meet scheduled delivery dates.

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Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____

Visitor chair (proposal 12435)
(other fabrics and finishes available)

Chairs and Tables (proposal 12434)
(other fabrics, laminates and finishes available)

MINUTES
TOWN BOARD
June 12, 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/AYwsM_FTnWs?si=KQd4-VYsIiVPpehc

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

	Sara Bollinger, Councilor
	Ingrid Gonzalez-McCurdy, Councilor
Virtual	Alissa Italiano, Councilor
	Mike Nesci, Councilor
	William Nicholson, Councilor
Absent	Katelyn M. Kriesel, Councilor

The following Town Officers were present: Carrie Grevelding, Town Clerk. Joseph Frateschi, Town Attorney. Jason Cassalia, Chief of Police. Tom Poitras, Code Enforcement Officer. Maria Lenway, Comptroller.

1. Attendees

In-Person Meeting Attendees: Matthew Denton, Manlius. Patricia Johnson, Manlius. Bradley Johnson, Manlius. Joseph Stiffler. Sheri Hayner, East Syracuse. Shannon Howley, East Syracuse. Dylan Black, Fayetteville. Mike Cimino, East Syracuse. Don B., Liverpool. James DiGristina, Manlius. Chris VanPatten, Manlius. Elana VanPatten, Manlius. Carol Moore, Kirkville. Lorraine Perry, Kirkville. Tim & Cheryl Fox, East Syracuse. Gloria Wagner, East Syracuse. Mike Fiend, Manlius. Ilana Weaver, Manlius. Joshua Waldby, Manlius. Carley Parson, Manlius. James Donnelly, East Syracuse. Shashank Bhatt, Jamesville. Kathleen Bloodough, East Syracuse. Craig Dudczek, Fayetteville. Vincent Storda, Manlius. Trevon Edkin, Manlius. Katharine Mooney, East Syracuse. Linda Procita, East Syracuse. Cynthia Couche, East Syracuse. Steve Ball, Manlius. Robert Krol, Minoa. Ryan Benz, Syracuse. Cheryl Matt, Fayetteville. Mary Karpinski, Manlius. Mark Matt, Fayetteville. J. Karoleski, East Syracuse. Mike Langan, Manlius. Bettie Kinnie, East Syracuse. Gerald Susko, Fayetteville.

Virtual Meeting Attendees: Andrew Crone, Anne Maika, Debra Donlon, Amy Kemp, Kelly Fumarola, Anthony Rojas, Noni Burgen

2. 6:30 PM - The Pledge of Allegiance

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

3. 6:32 PM – Open Podium

Gloria Wagner of East Syracuse spoke regarding the proposed PUD at 5912 N Burdick St, East Syracuse. Ms. Wagner had concerns regarding the increased traffic this would bring into the area. She also voiced concern that there has been no communication with

the residents in the area regarding this proposal. Supervisor Deer explained that this project was in the very early stages and that there was going to be a date set for a public hearing where the residents would be notified.

Matthew Denton of Manlius spoke on Town Hall maintenance inquiring about what was being done to address the concerns that have been raised regarding health and safety issues.

4. 6:51 PM – Development Planning Committee

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve the creation of the Development Planning Committee.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

5. 6:47 PM – Community Pool

Steve Ball and Mike Langon spoke regarding a proposed feasibility study and asked the board for the funds in the amount of $1,500 to complete this study. Board members asked for more time to review the information that was brought to them and tabled this matter until the June 26, 2024, meeting.

6. 7:00 PM – Public Hearing – Proposed Local Law - Accessory Dwelling Units (ADU)

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to waive the reading of the public notice at 7:00 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to open the public hearing regarding the Proposed Local Law for Accessory Dwelling Units.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Gerald Susko of Fayetteville spoke with concern regarding the increased density ADUs would create. Mr. Susko also inquired if there was any study done on what ADUs would do to the price value of a residence.

Craig Dudczak of Fayetteville inquired about the restrictions that were in the proposal as to the definition of family.

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Kelly Fumarola of Fayetteville spoke in strong favor of the proposed Local Law for ADUs. Ms. Fumarola also spoke regarding the housing crisis in the region and the need for senior housing.

Town Clerk Grevelding presented a letter received from James Thomas Bassett of Manlius in favor of the proposed Local Law. Mr. Bassett raised concerns on the restrictions and subdivisions.

Town Clerk Grevelding presented a public comment from Elaine Denton of Manlius in favor of the proposed Local Law. Ms. Denton stated that this could be one of many solutions to the housing crisis.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to close the public hearing regarding the Proposed Local Law for Accessory Dwelling Units at 7:11 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Attorney Frateschi advised the board that this was a Type 1 action under the State Environmental Review.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to identify the Town Board as lead agency and notify neighboring municipalities and agencies at 7:17 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

7. 7:19 PM – Public Hearing- Proposed Zone Change for 7155 Taylor Rd, East Syracuse (Tax Map # 073.-02-14.2)

Code Enforcement Officer, Tom Poitras, gave the Board an update on how the proposed zone change to R3 would not be appropriate due to the septic. He advised the Board that he will be working with the applicant to find the best solution.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to waive the reading of the public notice at 7:19 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

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Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to open the public hearing for the proposed zone change at 7155 Taylor Rd, East Syracuse at 7:19 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Town Clerk Grevelding presented two comments submitted by residents in favor of the proposed zone change. These comments were submitted by Lynn Palmer of East Syracuse and Edward and Deborah Diederich of East Syracuse.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to open the public hearing for the proposed zone change at 7155 Taylor Rd, East Syracuse, NY 7:21 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

8. 7:25 PM -Public Hearing – Proposed Zone Change – 8104 Cazenovia Rd, Manlius (Tax Map # 112.-02-02.7)

Supervisor Deer gave an update on conversations regarding the proposed zone change with the developer as well as the owner. Supervisor Deer also mentioned the potential for a Deed Restriction to help protect the residents. Ryan Benz with Atelier Architects gave an update on the project as well as spoke on the intentions of the owner.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to waive the reading of the public notice at 7:25 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to open the public hearing for the proposed zone change at 8104 Cazenovia Rd, Manlius at 7:25 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

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James DiGristina of Manlius spoke in opposition of the zone change with concern of not protecting the character of the neighborhood.

Ilana Weaver of Manlius requested more information regarding the residential units that will be on the second floor. Ryan Benz with Atelier Architects stated that this would be designed the same as the existing buildings with 7 residential units and 1 commercial office.

Joshua Walby of Manlius spoke in opposition to the proposed zone change. Mr. Walby is concerned with the noise of the construction and additional traffic that the area will no longer be a quiet area.

Chris Van Patten of Manlius spoke in favor of the proposed zone change and the increased density it would bring to the Town.

Trevon Edkin of Manlius at this time spoke in opposition to the proposed zone change. Although opposed, Mr. Edkin is open to conversations with the developer to ensure that this is not done at the expense of quality of life for residents in the area.

Town Clerk Grevelding presented a letter that was received from Kevin and Lisa Speciale of Manlius regarding the agreement the Board made with Seven Pines in a previous zone change request.

The Town Board left the public hearing open to be discussed again at a future meeting.

9. 7:39 PM – Set Date for Public Hearing – Planned Unit Development (PUD) – 5912 N Burdick St, East Syracuse (tax Map # 077.-04-01.1)

Councilor Nicholson made a motion, Seconded by Councilor Bollinger, to set date for proposed PUD at 5912 N Burdick St, East Syracuse (Tax Map # 077.-04-01.1) for July 24, 2024, at 6:35PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

10.7:43 PM – Tree Commission Secretary

Councilor Italiano made a motion, seconded by Councilor Nesci, to transfer funds in the amount of $1,500 from account A00 5.5010.100 (Highway Funds) to account A00 5.6310.100 (Tree Commission Funds) for the Tree Commission Secretary.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

11. 7:45 PM Award Bid – Highway Department – Vehicle Storage Building

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to award the general construction contract in the amount of $276,000 to McGinnis Nelson Construction for the construction of a new vehicle storage building.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to award the electrical contract in the amount of $66,885 to Huen Electric for the new vehicle storage building.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

12. 7:46 PM – Award Bid – North Eagle Village Stormwater Study

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to award the North Eagle Village Road Drainage Study contract to Miller Engineers in the amount of $31,900.00.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

13. 7:49 PM – Award Bid – Skyridge Water District Infrastructure Improvements

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to accept the proposal for engineering services related to the Skyridge Water Supply District Infrastructure Improvements prepared by Miller Engineers in the amount of $315,512, enter into agreement with DASNY for up to 2 million Dollars in funding for the improvements and authorize the Town to expend up to $25,000 in ARPA funds for the improvements.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

14. 7:51 PM – Operation and Maintenance Agreement Between the Onondaga County Water Authority and the Town for the Skyridge Water Supply District

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Councilor Bollinger made a motion, seconded by Councilor Nicholson, to adopt the resolution authorizing an operation and maintenance agreement between the Onondaga County Water Authority and the Town of Manlius.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

15. 7:52 PM – Perry Springs Study – Agreement with LaBella

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve the agreement with LaBella Associates for the Perry Springs Park FM Road Drainage Assessment.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

16. 7:55 PM – Communications Professional – Encore Media Agency

Councilor Gonzalez-McCurdy made a motion, seconded by Councilor Nesci, to authorize the Supervisor to sign the Situation Analysis Service Agreement with Encore Media Agency.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: Councilor Nicholson
Motion Carries.

17. 7:57 PM - Plastic Reduction Resolution

Councilor Gonzalez - McCurdy made a motion, seconded by Councilor Nesci, to forward copies of the Town's resolution in support of the New York State Assembly and Senate to Pass a Strong Packaging Reduction and Recycling Infrastructure Act (A.5322-B/S.4246-B) and Expand the State's Bottle Bill (A.6353/S.237-B).

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

18. Enders Road Sidewalk District

Supervisor Deer gave an update on the Enders Road Sidewalk district. After meeting with the Town Engineer a request has been made for a drafted proposal for map and planning.

19. Purchase of Board Room Furniture – Tabled until June 26, 2024, Board Meeting

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20. Highway Department
Councilor Bollinger wanted to recognize the Highway Department for the role they played in the first aid of an employee who was injured.

21. Manlius Watershed Stewards
Councilor Nicholson announced the next meeting would be held on June 18, 2024, at 6:30 PM at the Perry Springs Fish Hatchery.

22. 8:05 PM - Approval of Minutes – May 22, 2024
Councilor Italiano made a motion, seconded by Councilor Bollinger, to approve the approve the minutes for May 22, 2024, meeting as presented by Town Clerk Grevelding.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

23. 8:05 PM - Supervisor's Report for May 2024
Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve the Supervisor's report for May 2024 as presented by Comptroller Lenway.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

24. 8:06 PM – Approval of Abstract #11
Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve abstract #11 in the amount of $577,132.80 as present by Comptroller Lenway.

TOWN OF MANLIUS
Fund Summary
Abstract #10 - 2024

CODE	FUND	TOTALS
A	General Fund Townwide	$223,769.93
B	General Fund Part Town	$5,301.66
CM1	Police Trust	$47.99
CM3	Sustainable Manlius	$4,165.07
DA	Highway Fund Townwide	$24,359.41
DB	Highway Fund Part Town	$307,896.98
SD2	Consolidated Drainage #2	$3,876.00
SL1	Overhead Lighting District	$1,643.26
SL2	Underground Lighting	$2,282.10

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SL3	Entry Lighting	$109.27
SL4	Garden Park Lighting	$688.49
SL5	Ratnour Bridge Lighting	$2,490.66
SR1	Trash	$250.99
SR2	Brush	$250.99
	Total	$577,132.80

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

There being no further business to come before the Board, upon motion duly made by Councilor Nicholson and seconded by Councilor Nesci the Board voted unanimously to adjourn regular session at 8:06 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nesci, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Carrie A. Grevelding
Town Clerk

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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	13,877.25
A00-1010	Town Board	4,500.00
A00-1220	Supervisor	750.00
A00-1420	Attorney	15,727.31
A00-1620	Buildings	426.35
A00-1640	Central Garage	7,329.50
A00-3120	Police	416.12
A00-9045	Employee Benefits	427.35
A00-9061	Employee Benefits	2,150.00
A00 TOTAL	General Fund Townwide	45,603.88

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00-3620	Codes Enforcement	204.00
B00-8010	Zoning	552.50
B00-8020	Planning	2,883.16
B00 TOTAL	General Fund Part Town	3,639.66
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
TA2	NON-DEPARTMENTAL	716.00
TA2 TOTAL	Trust & Agency - Other	716.00
	** TOTAL **	284,202.38

NO ERRORS

** END OF REPORT **

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	8,855.46
A00-1410	Town Clerk	251.82
A00-1460	Records Management	2,527.00
A00-1670	Central Printing	5,500.00
A00-3120	Police	36,126.28
A00-5132	Garage	901.54
A00-7310	Recreation	5,265.17
A00 TOTAL	General Fund Townwide	59,427.27
B00	NON-DEPARTMENTAL	50.00
B00-3620	Codes Enforcement	2,153.00
B00-8010	Zoning	80.57
B00 TOTAL	General Fund Part Town	2,283.57
CM1-3120	Police	823.50
CM1 TOTAL	Police Special Revenue	823.50
DA0-5130	Machinery	8,616.92
DA0-5140	Brush & Weeds	6,313.90
DA0-5142	Snow Removal	6,033.98
DA0 TOTAL	Highway Fund Townwide	20,964.80
DB0-5110	General Repairs	73,348.34
DB0 TOTAL	Highway -Part Town	73,348.34
	** TOTAL **	156,847.48

NO ERRORS

** END OF REPORT **