

Meeting to Proceed Swearing in Ceremony of Elected Officials at 6:00 PM

Agenda

2025 Town Board Organizational Meeting

January 2, 2025

6:30 PM

1. Virtual Meeting Instructions - January 2, 2025

Documents:

[2025 ORGANIZATIONAL MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Approval Of Abstract #25

Documents:

[ABSTRACT 25.PDF](#)

4. Technical Temperature Transfer 2025 (HVAC Town Hall)

Documents:

[2025 MANLIUS TOWN HALL.PDF](#)

5. Miller Engineering - Landfill Monitoring Contract

Documents:

[LANDFILL REPORTING - MONITORING - MILLER ENGINEERS 2025.PDF](#)

6. Miller Engineering - Planning Board 2025

Documents:

[MILLER ENGINEERS - PLANNING BOARD 2025.PDF](#)

7. Life Safety Inspection Vault LLC

Documents:

[MASTER SERVICES AGREEMENT.PDF](#)

8. Planning Board Chairperson Appointment - Valarie Beecher

9. Zoning Board Of Appeals Chairperson Appointment - Karrie Catalino

10. Planning And Zoning Board Attorney Appointment - Baldwin & Sutphen LLP

Documents:

CONTRACT FOR LEGAL SERVICES TOWN OF MANLIUS PLANNING BOARD-
ZBA AND BALDWIN-SUTPHEN 2025.PDF

11. Tree Commission Co-Chairs Appointments

12. Attorney For Town Hall - Harris Beach PLLC

Documents:

[HARRIS BEACH PLLC - ENGAGEMENT LETTER - 2025.PDF](#)

13. Town Information Technology Services - Garam Group

Documents:

[BUSINESS 360 SUPPORT AGREEMENT - TMPD.PDF](#)
[BUSINESS 360 SUPPORT AGREEMENT - TOWN HALL.PDF](#)

14. Landscaping Town Hall - Edwards Landscaping

Documents:

[EDWARDS LANDSCAPING.PDF](#)

15. Police Department Accreditation Manager - Blu Line Accreditation Consulting

Documents:

[BLU LINE 2025 ACCREDITATION MANAGER AGREEMENT.PDF](#)

16. Police Department Property Evidence Specialist - North Woods Services LLC

Documents:

[2025 NORTH WOODS SERVICES LLC - PROPERTY EVIDENCE
SPECIALIST.PDF](#)

17. Town Records Officer Appointment

18. Town Safety Officer Appointment

19. Town Historical Society

Documents:

[2025 HISTORICAL SOCIETY CONTRACT.PDF](#)

20. Deputy Supervisor Appointment

21. Health Insurance

Health Insurance Premium Split

- Non-Collective Bargaining Unit Members as 84% paid by the Town and 16% Paid by the Employee
- Town Board and Justices (Active & Retired) is 50% paid by the Town and 50% Paid by the Employee/Retiree

22. Board Rules And Procedures

Documents:

[2025 RULES OF DECORUM.PDF](#)

23. Prepaid Expenses

24. Procurement Policy

Documents:

[PROCUREMENT POLICY FOR THE TOWN OF MANLIUS FINAL APPROVED 6.26.24.PDF](#)

25. Meetings - Officers/Designees

Supervisor	Receiver of Taxes
Town Board	Town Manager
Town Clerk	Assessor
Code Enforcement Officer	Town Planning Board
Highway Superintendent	Town Zoning Board of Appeals
Clerk of Town Justice	Recreation Department
Police Department	Town Justice

26. Delegate To The Association Of Towns Annual Meeting

27. Meal Reimbursement

Reimbursement rate for meals when traveling on behalf of the Town at \$60 per day for all meals.

28. Holidays

Documents:

[2025 HOLIDAY SCHEDULE.PDF](#)

29. Committee Assignments And Liaison To Committee

Documents:

[2025 COMMITTEES AND LIAISON TO COMMITTEES.PDF](#)

30. Department Liaison Assignments

Documents:

[2025 DEPARTMENT LIAISONS.PDF](#)

31. Village Liaison

Documents:

[2025 VILLAGE LIAISONS.PDF](#)

32. 2025 Town Board Meeting Schedule & Meeting Time 6:30 PM

Documents:

[2025 - BOARD MEETING DATES.PDF](#)

33. Banks

Documents:

[INVESTMENT.PDF](#)
[BANKS.PDF](#)

34. Town Board Budget Workshops 2025

Wednesday, August 27, 2025 @ 4PM & Wednesday, September 10, 2025 @ 4PM

35. Mileage Reimbursement

36. Highway Map, Highway Specification And Highway Agreement

Documents:

[2025 HIGHWAY AGREEMENT TO SPEND TOWN HIGHWAY FUNDS .PDF](#)
[2025 COMPLETE HIGHWAY AGREEMENT PACKET.PDF](#)

37. Town Highway Superintendent - Memorandum Of Understanding

Documents:

[MOU HIGHWAY SUPERINTENDENT.PDF](#)

38. Official Town Newspapers

39. Liability Insurance

40. Salaries

Documents:

[ORGANIZATIONAL MEETING SALARY LISTING 2025.PDF](#)

41. Handbook

42. Code Fee Schedule

Documents:

[CODE FEE SCHEDULE- 2025.PDF](#)

43. Professional Fees Schedule

Documents:

[PROFESSIONAL FEE SCHEDULE - 2025.PDF](#)

44. Town Clerk Fee Schedule

Documents:

[TOWN CLERK FEE SCHEDULE 2025.PDF](#)

45. Rate For EV Charging Stations At Town Hall

Electric Charging station rate at a cost of .20 per KWH for Charging Stations at Town Hall

46. Official Undertaking

Documents:

[2025 OFFICIAL UNDERTAKING.PDF](#)

47. Adjournment



January 2, 2025 – 6:30PM

Town Board 2025 Organizational Virtual 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/82713999055?pwd=Ibduc0yjn6UBLq7F6sA83DKbl2wccl.1>

Password to join when prompted:

Password: **976087**

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: 827 1399 9055

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

Password: **976087**

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at

<https://zoom.us/test>.

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-3120	Police	2,137.86
A00-5132	Garage	2,088.20

A00 TOTAL	General Fund Townwide	4,226.06
DA0-5130	Machinery	3,321.28
DA0-5142	Snow Removal	2,180.92

DA0 TOTAL	Highway Fund Townwide	5,502.20
DB0-5110	General Repairs	18,152.61

DB0 TOTAL	Highway -Part Town	18,152.61

** TOTAL **		27,880.87

ORS

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1220	Supervisor	2,982.49
A00-1620	Buildings	2,702.50
A00-1640	Central Garage	2,639.87
A00-3120	Police	2,472.20
A00-9045	Employee Benefits	437.00
A00-9055	Employee Benefits	494.87

A00 TOTAL	General Fund Townwide	11,728.93
B00-9055	Employee Benefits	20.91

B00 TOTAL	General Fund Part Town	20.91
DB0-9055	Employee Benefits	181.22

DB0 TOTAL	Highway -Part Town	181.22

** TOTAL **		11,931.06

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	1,313.83

A00 TOTAL	General Fund Townwide	1,313.83

** TOTAL **		1,313.83

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	2,476.70
A00-1110	Justices	65.67
A00-1220	Supervisor	154.62
A00-1330	Receiver of Taxes	183.04
A00-1355	Assessors	21.89
A00-1410	Town Clerk	43.78
A00-1620	Buildings	36,817.78
A00-1670	Central Printing	465.20
A00-3120	Police	4,328.46
A00-5132	Garage	1,456.63
A00-7310	Recreation	459.89

A00 TOTAL	General Fund Townwide	46,473.66

B00-3620	Codes Enforcement	21.89

B00 TOTAL	General Fund Part Town	21.89

DA0-5130	Machinery	2,939.96
DA0-5140	Brush & Weeds	9,368.82
DA0-5142	Snow Removal	37,343.03

DA0 TOTAL	Highway Fund Townwide	49,651.81

DB0-5110	General Repairs	277.79

DB0 TOTAL	Highway -Part Town	277.79

** TOTAL **		96,425.15

A diagram of an atom. It features a central black circle representing the nucleus. Two intersecting elliptical orbits are shown around the nucleus. Two small black dots, representing electrons, are positioned on these orbits at opposite ends of one of the ellipses.

7703 Kirkville Rd Kirkville, NY 13082
(315) 264-5925 lloyd.weigel@gmail.com

Date: December 31, 2024

Phone: 315-6637-3414

Phone: Same

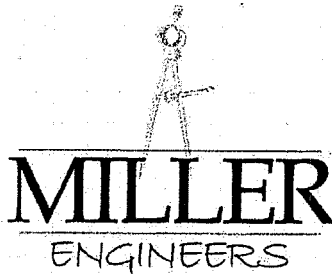
Date: _____ Signature _____
Signature _____

SCHEDULE A

RECEIVED

DEC 18 2024

TOWN OF MANLIUS



December 17, 2024

Ms. Ann Oot
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Re: Landfill Reporting & Monitoring 2025

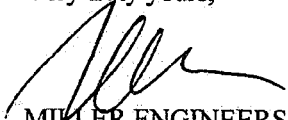
Dear Ms. Oot:

Miller Engineers is pleased to present this proposal for professional services to the Town of Manlius for Landfill Reporting & Monitoring for the calendar year 2025. Miller proposes to monitor the landfill in coordination with the efforts of the Town of Manlius Highway Department. Anticipated work includes: sampling, maintenance, & on-site periodic observation support; NYSDEC coordination, development of annual report in accordance with 6NYCRR Part 360 Regulations and the Town's operation and maintenance manual for the landfill; and required environmental laboratory sampling analysis.

• Sampling, Maintenance, Observation Support	\$5,500
• Prepare 2024 NYSDEC annual Report	\$6,500
• Environmental Laboratory Sampling & Analysis	\$24,000
Total	\$36,000

As in the past, we plan to allocate the local resources of Gerry Gould and Doug Miller. Gerry and Doug have extensive experience on the Landfill and proven long-term relationships with NYSDEC. We plan to bill our services on an hourly basis in accordance with Schedule B and will share any budget efficiencies with the Town. Should you have any questions please call me on my direct line at 558-8417.

Very truly yours,


MILLER ENGINEERS
Douglas A Miller, P.E.

INTRODUCTION

This Agreement is made this _____ day of January 2025 by and
between: ("Owner")

and: Miller Engineers
131 West Seneca Street
Suite B
Manlius, NY 13104 ("Engineer")

RECITALS

WHEREAS Owner is Town of Manlius, New York

WHEREAS Engineer is engaged in the business of providing professional Engineering, scientific and consulting services to public and private clients (Owner).

Owner desires to retain Engineer as an independent contractor and Engineer desires to be so retained by Owner to render services in accordance with the following terms and conditions.

NOW, THEREFORE, Owner and Engineer agree as follows.

TERMS AND CONDITIONS

Article 1 – Scope of Services

Owner hereby retains Engineer to perform services ("the work") as requested by Owner and as specified in the Statement of Scope of Services and Cost which is attached as Schedule A which when authorized representatives of the Owner through issuance of a Purchase Order, shall become a part of this Agreement.

Article 2 – Compensation

Owner shall pay Engineer compensation for the services rendered as set forth in Schedule A using hourly rates as set forth in Schedule B.

Article 3 – Payment

Engineer shall submit payment invoices to Owner during the accounting period following that in which the costs are incurred or entered into the Engineer's accounts. Payment by the Owner shall be made within 30 days following receipt of the invoice. Payments received later than 30 days following receipt shall be subject to service charges of 1.5% per month.

Article 4 – Termination/Suspension

Owner or Engineer shall have the right to terminate Engineer's services or abandon or suspend any of the work under this Agreement at any time, for any reason so long as Owner or Engineer receives 60 days prior written notice. In the event of termination, abandonment, or postponement by the Owner at any time prior to completion of the work, the amount due and payable under Article 2 at the time shall represent the complete and final payment to Engineer under this Agreement and Owner shall have no further obligation to Engineer. In the event that the work is suspended by the Owner for more than 60 days, Engineer's compensation for completing the work shall be subject to renegotiation.

Article 5 – Additional Services

If the Owner desires additional services by Engineer, an amended Schedule A shall be prepared and signed by Owner and Engineer.

Article 6 – Assignment

Engineer shall not assign any interest in this Agreement without written consent by Owner.

Article 7 – Owner to Secure Approvals

The Owner shall secure any approvals from affected landowners or other parties which may be required for Engineer to perform the work under this Agreement.

Article 8 – Owner to Provide Information

Owner, in a timely manner, shall provide Engineer with information which is necessary for Engineer to perform the work.

Article 9 – Ownership of Work Products

All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Engineer shall become Owner's property when the work is complete, and Engineer is paid for the services under this Agreement. All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service with respect to the Project. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

Any reuse without written approval or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify, defend, and hold harmless Engineer from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation requested by Owner will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

Article 10 – Patents

Without Owner's prior written approval neither Engineer nor its subcontractors will use or designate for use in connection with the work, any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price, and Engineer agrees to indemnify Owner against any cost or expense incurred in the connection with the payment for such license, fee, or royalty in the event the Owner's prior approval is not obtained. The provision of this article shall survive the performance of this Agreement.

Article 11 – Confidentiality

To provide the services under this Agreement, it may be necessary for the Owner to disclose certain confidential information to Engineer and for Engineer to disclose certain confidential information to Owner. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, any and all oral communications between Owner and Engineer in furtherance of this Agreement shall be presumed to be confidential information.

Each party agrees not to disclose any confidential information to any third party unless:

- (a) disclosure is required by law and, if so, advance written notice of disclosure is given.
- (b) the information was actually and demonstrably known to the disclosing party before it was obtained from or developed in cooperation with the other party.
- (c) the information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of secrecy to either of the parties to this Agreement.
- (d) the information is obtained or acquired by the disclosing party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of secrecy to the other party or:
- (e) a written release is obtained by the Engineer from the Owner.

The provisions of this article shall survive the performance of this Agreement. Furthermore, the provisions of this Article apply to any confidential information exchange between the parties prior to and including the date of this Agreement.

Article 12 – Insurance

Engineer shall carry and maintain the following insurance, evidence of which will be provided to Owner, on request:

- (a) Worker's Compensation and disability benefits covering Engineer's employees or agents as required by law.
- (b) Commercial General and Employer's Liability, including premises and operations, products and completed operations, contractual liability, broad form property damage, independent contractors and personal injury written on an occurrence basis - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
- (c) Automobile Liability - \$ 1,000,000.00 combined single limit bodily injury and property damage covering motor vehicles owned, non-owned, hired or otherwise used by, or furnished for, or used in connection with, the services under this agreement.
- (d) Professional Liability and errors and omissions coverage - \$ 1,000,000.00 for all professional services to be provided by Engineer under this Agreement.

Article 13 – Indemnification

Engineer shall indemnify, hold harmless and defend Owner from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to Engineer's services under this Agreement to the extent caused by any negligent or culpable act or omission of Engineer or the Engineer's Subcontractor(s). In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by the Owner's negligence, Owner shall fully indemnify and hold harmless Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both the Owner and Engineer, or its Subcontractor, Owner and Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of Owner and Engineer or as determined by adjudication of comparative negligence.

Article 14 – Status

In the performance of this Agreement, Engineer shall be an independent contractor, and employees or agents of Engineer shall not be deemed to be employees of Owner.

Article 15 – Non-discrimination

Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, sexual preference, or national origin and it agrees to comply with all laws or ordinances relating thereto, and all orders, rules and regulations issued pursuant thereto including, without limitation, Executive Order 11246 (as amended by Order 11375). Engineer further agrees to comply with Executive orders 11701 (Employment of Veterans) and 11758 (Employment of Handicapped). If any of the aforementioned laws, ordinances, orders, rules, or regulations require any particular provision, representation, or agreement to be set forth in this Agreement, the same is hereby incorporated by reference as if it were fully written.

Article 16 – Notices

The Engineer agrees to accept service of process in any action by Owner or Owner against the Engineer arising out of this Agreement, by certified mail to the address as designated below.

All notices required or permitted under this Agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed to the party's address as set forth in this Agreement, or to such other address as party may be later designate by written notice. All notices shall be effective upon receipt.

Owner: Owner

Engineer: Miller Engineers
131 West Seneca Street
Suite B
Manlius, NY 13104

Article 17 – Force Majeure

Any delay in or failure of performance of, either party to this Agreement shall not constitute a default nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, strikes or any causes a party unable, with reasonable diligence, to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

Article 18 – Entire Agreement

This Agreement contains the entire agreement between the Parties and supercedes all prior negotiations, whether written or oral. This agreement may be changed only in writing signed by the party against whom the change is sought to be enforced.

Article 19 – Binding Effect

This Agreement shall inure to the benefit of and be binding upon the party's successors or assigns.

Article 20- Governing Law

This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.

Article 21 – Waiver

The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.

The foregoing is established by the following signatures.

OWNER

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

Attachments: Schedule A – Statement of Scope of Services
 Schedule B - Rate Table



SCHEDULE B

TOWN OF MANLIUS

2025 RATE TABLE

MILLER ENGINEERS – MANLIUS, NY

Travel: mileageat IRS published rates
Subsistence..... at cost
Telephone, outside printing, postage, etc. at cost
Sampling – equipmentat cost plus 10%
Outside specialty servicesat cost plus 10%
Expert testimony.....\$2,500 per day

<u>Category</u>	<u>Billing Rate \$/Hour</u>
Senior Technical Director	\$260.00
Technical Director	\$230.00
Senior Project Specialist	\$205.00
Senior Principal	\$185.00
Technical Specialist	\$178.00
Senior Consultant	\$175.00
Senior Data Technician	\$150.00
Senior Professional Engineer	\$148.00
Project Specialist	\$143.00
Technical Assistant	\$140.00
Professional Engineer	\$129.00

In addition to these fees, clients will also be responsible for any sales tax that may apply to professional services performed

SCHEDULE A

RECEIVED

DEC 18 2024

TOWN OF MANLIUS



November 11, 2024

Town of Manlius
301 Brooklea Drive
Manlius, New York 13066

Re: Town Planning Board Engineering Services

Miller Engineers is pleased to present the following scope of work for Town of Manlius Planning Board Engineering Services.

Scope of Work Basic Services

Services under this proposed scope of work generally include attendance at regularly scheduled Planning Board meetings, agenda meetings, public hearings, project site visits, plan reviews, stormwater reviews, utility access/coordination (including but not limited to: OCWA, OCDWEP, National Grid - gas and electric), detailed regulatory interaction - coordination and site visits, soil and geology assessments, siting issues, road construction, cut and fill management, SWPPP requirements, project/applicant coordination and assistance, code interpretation, Town Highway coordination and assistance, interaction with Town staff, Onondaga county referrals, constituent interaction, potential applicant requests and clarifications, and all meeting preparations. In addition to items listed above, the Town of Manlius has requested services for the following specific scope of items:

Site Plan Application Review

- a. Coordinate with planning staff and Planning Board attorney for Planning Board Meeting.
- b. Review site plan to ensure compliance with Town code.
- c. GML-239 assistance to clerk.
- d. Review studies and/or other submittals of applicant in support of site plan (i.e., traffic studies, SWPP, sewer and water capacity issues).
- e. Support Planning Board attorney on SEQR determination.
- f. Coordinate with Town Engineer upon approval by Planning Board as needed.
- g. Perform engineering and survey calculations related to Civil Engineering principles and practices.

Design Review Assistance

These services will be provided upon request of the planning board and is anticipated for larger scale projects.

- a. Meet with the applicant to review initial concept plans of proposed projects and provide verbal comments.
- b. Review subsequent project submissions and provide written comments or develop revised conceptual plans that are more consistent with the Town's vision for the site.
- c. Attend staff or Board Meetings as needed.

Subdivision

- a. Coordinate with planning staff and Planning Board attorney for Planning Board Meeting.
- b. Review subdivision plan to ensure compliance with the Town code.
- c. GML-239 assistance to clerk.
- d. Review studies and/or other submittals of applicants in support of subdivision plan (i.e., traffic studies, SWPP, sewer and water capacity issues).
- e. Support Planning Board attorney on SEQR determination.
- f. Coordinate with Town Engineer upon approval by Planning Board as needed.
- g. Road profile review.
- h. Easement (utility and water) placement on subdivision.
- i. Perform engineering and survey calculations related to Civil Engineering principles and practices.
- j. Coordinate highway agreements with Highway Superintendent and Town Clerk.

Special Permits

- a. Coordinate with planning staff and Planning Board attorney for Planning Board Meeting.
- b. Review site plan to ensure compliance with Town code.
- c. GML-239 assistance to clerk.
- d. Review studies and/or other submittals of applicant in support of site plan (i.e., traffic studies, SWPPP, sewer and water capacity issues) with appropriate Town Officials.
- e. Support Planning Board attorney on SEQR determination.
- f. Coordinate with Town Engineer upon approval by Planning Board as needed.
- g. Road profile review.
- h. Easement (utility and water) placement on subdivision.

Planning Board/Planning & Development Coordination

- a. Interpretation of zoning questions and documentation of same.
- b. Initial review of project submissions received by applicants, scheduling of meetings if required.
- c. Assistance with building life safety issues and coordination with local fire departments, Onondaga County Plumbing Control, Onondaga County Health Department, OCWA and National Grid.
- d. Assistance with planning board project approvals during construction activity to certify projects for Town acceptance of infrastructure with Codes officer and Highway Superintendent.
- e. Review and approval of site specific SWPPP's including coordination of NOI and NOT with Codes Officer and Highway Superintendent.
- f. Flood zone/Hazard mitigation assistance.

Scope of Work Advanced Planning Activities

Miller, through its existing relationship with John Steinmetz and the team at Colliers proposes to provide these services on an as needed basis as requested. We understand there may be a desire to focus on drafting Design Guidelines and other regulatory techniques to achieve the desired development pattern in the Town. Services are anticipated to include items such as:

- | | |
|---|---|
| • Review Board Training | • Corridor analysis |
| • Community & regional master plans | • Design workshops/charrettes |
| • Planned Urban Development Projects | • Development application planning & zoning reviews |
| • Community revitalization plans | • Revitalization & streetscapes |
| • Community visioning & public outreach | • Form based codes |
| • Conservation plans | |

INTRODUCTION

This Agreement is made this _____ day of January 2025 by and

between: ("Owner")

and: Miller Engineers
131 West Seneca Street
Suite B
Manlius, NY 13104 ("Engineer")

RECITALS

WHEREAS Owner is Town of Manlius, New York

WHEREAS Engineer is engaged in the business of providing professional Engineering, scientific and consulting services to public and private clients (Owner).

Owner desires to retain Engineer as an independent contractor and Engineer desires to be so retained by Owner to render services in accordance with the following terms and conditions.

NOW, THEREFORE, Owner and Engineer agree as follows.

TERMS AND CONDITIONS

Article 1 – Scope of Services

Owner hereby retains Engineer to perform services ("the work") as requested by Owner and as specified in the Statement of Scope of Services and Cost which is attached as Schedule A which when authorized representatives of the Owner through issuance of a Purchase Order, shall become a part of this Agreement.

Article 2 – Compensation

Owner shall pay Engineer compensation for the services rendered as set forth in Schedule A using hourly rates as set forth in Schedule B.

Article 3 – Payment

Engineer shall submit payment invoices to Owner during the accounting period following that in which the costs are incurred or entered into the Engineer's accounts. Payment by the Owner shall be made within 30 days following receipt of the invoice. Payments received later than 30 days following receipt shall be subject to service charges of 1.5% per month.

Article 4 – Termination/Suspension

Owner or Engineer shall have the right to terminate Engineer's services or abandon or suspend any of the work under this Agreement at any time, for any reason so long as Owner or Engineer receives 60 days prior written notice. In the event of termination, abandonment, or postponement by the Owner at any time prior to completion of the work, the amount due and payable under Article 2 at the time shall represent the complete and final payment to Engineer under this Agreement and Owner shall have no further obligation to Engineer. In the event that the work is suspended by the Owner for more than 60 days, Engineer's compensation for completing the work shall be subject to renegotiation.

Article 5 – Additional Services

If the Owner desires additional services by Engineer, an amended Schedule A shall be prepared and signed by Owner and Engineer.

Article 6 – Assignment

Engineer shall not assign any interest in this Agreement without written consent by Owner.

Article 7 – Owner to Secure Approvals

The Owner shall secure any approvals from affected landowners or other parties which may be required for Engineer to perform the work under this Agreement.

Article 8 – Owner to Provide Information

Owner, in a timely manner, shall provide Engineer with information which is necessary for Engineer to perform the work.

Article 9 – Ownership of Work Products

All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Engineer shall become Owner's property when the work is complete, and Engineer is paid for the services under this Agreement. All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service with respect to the Project. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

Any reuse without written approval or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify, defend, and hold harmless Engineer from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation requested by Owner will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

Article 10 – Patents

Without Owner's prior written approval neither Engineer nor its subcontractors will use or designate for use in connection with the work, any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price, and Engineer agrees to indemnify Owner against any cost or expense incurred in the connection with the payment for such license, fee, or royalty in the event the Owner's prior approval is not obtained. The provision of this article shall survive the performance of this Agreement.

Article 11 – Confidentiality

To provide the services under this Agreement, it may be necessary for the Owner to disclose certain confidential information to Engineer and for Engineer to disclose certain confidential information to Owner. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, any and all oral communications between Owner and Engineer in furtherance of this Agreement shall be presumed to be confidential information.

Each party agrees not to disclose any confidential information to any third party unless:

- (a) disclosure is required by law and, if so, advance written notice of disclosure is given.
- (b) the information was actually and demonstrably known to the disclosing party before it was obtained from or developed in cooperation with the other party.
- (c) the information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of secrecy to either of the parties to this Agreement.
- (d) the information is obtained or acquired by the disclosing party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of secrecy to the other party or:
- (e) a written release is obtained by the Engineer from the Owner.

The provisions of this article shall survive the performance of this Agreement. Furthermore, the provisions of this Article apply to any confidential information exchange between the parties prior to and including the date of this Agreement.

Article 12 – Insurance

Engineer shall carry and maintain the following insurance, evidence of which will be provided to Owner, on request:

- (a) Worker's Compensation and disability benefits covering Engineer's employees or agents as required by law.
- (b) Commercial General and Employer's Liability, including premises and operations, products and completed operations, contractual liability, broad form property damage, independent contractors and personal injury written on an occurrence basis - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
- (c) Automobile Liability - \$ 1,000,000.00 combined single limit bodily injury and property damage covering motor vehicles owned, non-owned, hired or otherwise used by, or furnished for, or used in connection with, the services under this agreement.
- (d) Professional Liability and errors and omissions coverage - \$ 1,000,000.00 for all professional services to be provided by Engineer under this Agreement.

Article 13 – Indemnification

Engineer shall indemnify, hold harmless and defend Owner from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to Engineer's services under this Agreement to the extent caused by any negligent or culpable act or omission of Engineer or the Engineer's Subcontractor(s). In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by the Owner's negligence, Owner shall fully indemnify and hold harmless Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both the Owner and Engineer, or its Subcontractor, Owner and Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of Owner and Engineer or as determined by adjudication of comparative negligence.

Article 14 – Status

In the performance of this Agreement, Engineer shall be an independent contractor, and employees or agents of Engineer shall not be deemed to be employees of Owner.

Article 15 – Non-discrimination

Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, sexual preference, or national origin and it agrees to comply with all laws or ordinances relating thereto, and all orders, rules and regulations issued pursuant thereto including, without limitation, Executive Order 11246 (as amended by Order 11375). Engineer further agrees to comply with Executive orders 11701 (Employment of Veterans) and 11758 (Employment of Handicapped). If any of the aforementioned laws, ordinances, orders, rules, or regulations require any particular provision, representation, or agreement to be set forth in this Agreement, the same is hereby incorporated by reference as if it were fully written.

Article 16 – Notices

The Engineer agrees to accept service of process in any action by Owner or Owner against the Engineer arising out of this Agreement, by certified mail to the address as designated below.

All notices required or permitted under this Agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed to the party's address as set forth in this Agreement, or to such other address as party may be later designate by written notice. All notices shall be effective upon receipt.

Owner: Owner

Engineer: Miller Engineers
131 West Seneca Street
Suite B
Manlius, NY 13104

Article 17 – Force Majeure

Any delay in or failure of performance of, either party to this Agreement shall not constitute a default nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, strikes or any causes a party unable, with reasonable diligence, to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

Article 18 – Entire Agreement

This Agreement contains the entire agreement between the Parties and supercedes all prior negotiations, whether written or oral. This agreement may be changed only in writing signed by the party against whom the change is sought to be enforced.

Article 19 – Binding Effect

This Agreement shall inure to the benefit of and be binding upon the party's successors or assigns.

Article 20- Governing Law

This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.

Article 21 – Waiver

The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.

The foregoing is established by the following signatures.

OWNER

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

Attachments: Schedule A – Statement of Scope of Services
 Schedule B - Rate Table

SCHEDULE A



November 11, 2024

Town of Manlius
301 Brooklea Drive
Manlius, New York 13066

Re: Town Planning Board Engineering Services

Miller Engineers is pleased to present the following scope of work for Town of Manlius Planning Board Engineering Services.

Scope of Work Basic Services

Services under this proposed scope of work generally include attendance at regularly scheduled Planning Board meetings, agenda meetings, public hearings, project site visits, plan reviews, stormwater reviews, utility access/coordination (including but not limited to: OCWA, OCDWEP, National Grid - gas and electric), detailed regulatory interaction - coordination and site visits, soil and geology assessments, siting issues, road construction, cut and fill management, SWPPP requirements, project/applicant coordination and assistance, code interpretation, Town Highway coordination and assistance, interaction with Town staff, Onondaga county referrals, constituent interaction, potential applicant requests and clarifications, and all meeting preparations. In addition to items listed above, the Town of Manlius has requested services for the following specific scope of items:

Site Plan Application Review

- a. Coordinate with planning staff and Planning Board attorney for Planning Board Meeting.
- b. Review site plan to ensure compliance with Town code.
- c. GML-239 assistance to clerk.
- d. Review studies and/or other submittals of applicant in support of site plan (i.e., traffic studies, SWPP, sewer and water capacity issues).
- e. Support Planning Board attorney on SEQR determination.
- f. Coordinate with Town Engineer upon approval by Planning Board as needed.
- g. Perform engineering and survey calculations related to Civil Engineering principles and practices.

Design Review Assistance

These services will be provided upon request of the planning board and is anticipated for larger scale projects.

- a. Meet with the applicant to review initial concept plans of proposed projects and provide verbal comments.
- b. Review subsequent project submissions and provide written comments or develop revised conceptual plans that are more consistent with the Town's vision for the site.
- c. Attend staff or Board Meetings as needed.

Subdivision

- a. Coordinate with planning staff and Planning Board attorney for Planning Board Meeting.
- b. Review subdivision plan to ensure compliance with the Town code.
- c. GML-239 assistance to clerk.
- d. Review studies and/or other submittals of applicants in support of subdivision plan (i.e., traffic studies, SWPP, sewer and water capacity issues).
- e. Support Planning Board attorney on SEQR determination.
- f. Coordinate with Town Engineer upon approval by Planning Board as needed.
- g. Road profile review.
- h. Easement (utility and water) placement on subdivision.
- i. Perform engineering and survey calculations related to Civil Engineering principles and practices.
- j. Coordinate highway agreements with Highway Superintendent and Town Clerk.

Special Permits

- a. Coordinate with planning staff and Planning Board attorney for Planning Board Meeting.
- b. Review site plan to ensure compliance with Town code.
- c. GML-239 assistance to clerk.
- d. Review studies and/or other submittals of applicant in support of site plan (i.e., traffic studies, SWPPP, sewer and water capacity issues) with appropriate Town Officials.
- e. Support Planning Board attorney on SEQR determination.
- f. Coordinate with Town Engineer upon approval by Planning Board as needed.
- g. Road profile review.
- h. Easement (utility and water) placement on subdivision.

Planning Board/Planning & Development Coordination

- a. Interpretation of zoning questions and documentation of same.
- b. Initial review of project submissions received by applicants, scheduling of meetings if required.
- c. Assistance with building life safety issues and coordination with local fire departments, Onondaga County Plumbing Control, Onondaga County Health Department, OCWA and National Grid.
- d. Assistance with planning board project approvals during construction activity to certify projects for Town acceptance of infrastructure with Codes officer and Highway Superintendent.
- e. Review and approval of site specific SWPPP's including coordination of NOI and NOT with Codes Officer and Highway Superintendent.
- f. Flood zone/Hazard mitigation assistance.

Scope of Work Advanced Planning Activities

Miller, through its existing relationship with John Steinmetz and the team at Colliers proposes to provide these services on an as needed basis as requested. We understand there may be a desire to focus on drafting Design Guidelines and other regulatory techniques to achieve the desired development pattern in the Town. Services are anticipated to include items such as:

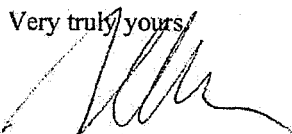
- | | |
|---|---|
| • Review Board Training | • Corridor analysis |
| • Community & regional master plans | • Design workshops/charrettes |
| • Planned Urban Development Projects | • Development application planning & zoning reviews |
| • Community revitalization plans | • Revitalization & streetscapes |
| • Community visioning & public outreach | • Form based codes |
| • Conservation plans | |

- GIS mapping & analysis
- Grant applications/writing
- Design Guidelines
- Applicant Checklists
- Trails & open space
- Regional master plan conformance
- Land planning & design
- Park system planning
- Zoning & ordinance updates
- Retail market analysis
- Sign ordinances
- Greenway studies
- Special improvement districts
- Sustainable economic development plans
- Recreation & open space master plans
- Regional farmland analysis
- Plazas, public spaces & public art

As the needs arise, we propose scope assignments and use a developer deposit reimbursement model where appropriate. Resumes of our key partnering members are attached along with a proposed fee schedule for these services. Our partners at Colliers are nationally renowned and bring a local familiarity with activities in Onondaga County and the surrounding area. The Miller/Colliers relationship has been in play with the communities of DeWitt, NY; Granby, NY; and informally with the Town of Manlius for several years.

We will provide these services on an hourly basis and in accordance with the terms and rates of our Rate Table - "Schedule B" attached herewith - and will also continue to provide 24/7 on-call services for the Town as required. We suggest budgeting approximately \$60,000 for Advanced Planning Activities. We also will plan to meet with you to better determine specific activities to best coordinate our efforts with you to advance your vision for the community. Please visit our website at www.millerengineers.com and contact me at 315-558-8417 with any questions you may have.

Very truly yours,



MILLER ENGINEERS
Douglas A Miller, P.E.

SIGNATURE AUTHORIZATION

TOWN OF MANLIUS



SCHEDULE B

TOWN OF MANLIUS

2025 RATE TABLE

MILLER ENGINEERS – MANLIUS, NY

Travel: mileageat IRS published rates
Subsistence..... at cost
Telephone, outside printing, postage, etc. at cost
Sampling – equipmentat cost plus 10%
Outside specialty servicesat cost plus 10%
Expert testimony.....\$2,500 per day

<u>Category</u>	<u>Billing Rate \$/Hour</u>
Senior Technical Director	\$260.00
Technical Director	\$230.00
Senior Project Specialist	\$205.00
Senior Principal	\$185.00
Technical Specialist	\$178.00
Senior Consultant	\$175.00
Senior Data Technician	\$150.00
Senior Professional Engineer	\$148.00
Project Specialist	\$143.00
Technical Assistant	\$140.00
Professional Engineer	\$129.00

In addition to these fees, clients will also be responsible for any sales tax that may apply to professional services performed

INTRODUCTION

This Agreement is made this _____ day of January 2025 by and

between: ("Owner")

and: Miller Engineers
131 West Seneca Street
Suite B
Manlius, NY 13104 ("Engineer")

RECITALS

WHEREAS Owner is Town of Manlius, New York

WHEREAS Engineer is engaged in the business of providing professional Engineering, scientific and consulting services to public and private clients (Owner).

Owner desires to retain Engineer as an independent contractor and Engineer desires to be so retained by Owner to render services in accordance with the following terms and conditions.

NOW, THEREFORE, Owner and Engineer agree as follows.

TERMS AND CONDITIONS

Article 1 – Scope of Services

Owner hereby retains Engineer to perform services ("the work") as requested by Owner and as specified in the Statement of Scope of Services and Cost which is attached as Schedule A which when authorized representatives of the Owner through issuance of a Purchase Order, shall become a part of this Agreement.

Article 2 – Compensation

Owner shall pay Engineer compensation for the services rendered as set forth in Schedule A using hourly rates as set forth in Schedule B.

Article 3 – Payment

Engineer shall submit payment invoices to Owner during the accounting period following that in which the costs are incurred or entered into the Engineer's accounts. Payment by the Owner shall be made within 30 days following receipt of the invoice. Payments received later than 30 days following receipt shall be subject to service charges of 1.5% per month.

Article 4 – Termination/Suspension

Owner or Engineer shall have the right to terminate Engineer's services or abandon or suspend any of the work under this Agreement at any time, for any reason so long as Owner or Engineer receives 60 days prior written notice. In the event of termination, abandonment, or postponement by the Owner at any time prior to completion of the work, the amount due and payable under Article 2 at the time shall represent the complete and final payment to Engineer under this Agreement and Owner shall have no further obligation to Engineer. In the event that the work is suspended by the Owner for more than 60 days, Engineer's compensation for completing the work shall be subject to renegotiation.

Article 5 – Additional Services

If the Owner desires additional services by Engineer, an amended Schedule A shall be prepared and signed by Owner and Engineer.

Article 6 – Assignment

Engineer shall not assign any interest in this Agreement without written consent by Owner.

Article 7 – Owner to Secure Approvals

The Owner shall secure any approvals from affected landowners or other parties which may be required for Engineer to perform the work under this Agreement.

Article 8 – Owner to Provide Information

Owner, in a timely manner, shall provide Engineer with information which is necessary for Engineer to perform the work.

Article 9 – Ownership of Work Products

All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Engineer shall become Owner's property when the work is complete, and Engineer is paid for the services under this Agreement. All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service with respect to the Project. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

Any reuse without written approval or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify, defend, and hold harmless Engineer from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation requested by Owner will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

Article 10 – Patents

Without Owner's prior written approval neither Engineer nor its subcontractors will use or designate for use in connection with the work, any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price, and Engineer agrees to indemnify Owner against any cost or expense incurred in the connection with the payment for such license, fee, or royalty in the event the Owner's prior approval is not obtained. The provision of this article shall survive the performance of this Agreement.

Article 11 – Confidentiality

To provide the services under this Agreement, it may be necessary for the Owner to disclose certain confidential information to Engineer and for Engineer to disclose certain confidential information to Owner. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, any and all oral communications between Owner and Engineer in furtherance of this Agreement shall be presumed to be confidential information.

Each party agrees not to disclose any confidential information to any third party unless:

- (a) disclosure is required by law and, if so, advance written notice of disclosure is given.
- (b) the information was actually and demonstrably known to the disclosing party before it was obtained from or developed in cooperation with the other party.
- (c) the information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of secrecy to either of the parties to this Agreement.
- (d) the information is obtained or acquired by the disclosing party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of secrecy to the other party or:
- (e) a written release is obtained by the Engineer from the Owner.

The provisions of this article shall survive the performance of this Agreement. Furthermore, the provisions of this Article apply to any confidential information exchange between the parties prior to and including the date of this Agreement.

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Owner: Owner

Engineer: Miller Engineers
131 West Seneca Street
Suite B
Manlius, NY 13104

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Any delay in or failure of performance of, either party to this Agreement shall not constitute a default nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, strikes or any causes a party unable, with reasonable diligence, to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

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This Agreement shall inure to the benefit of and be binding upon the party's successors or assigns.

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This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.

Article 21 – Waiver

The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.

The foregoing is established by the following signatures.

OWNER

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

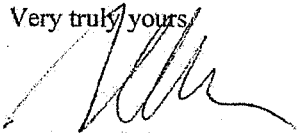
Attachments: Schedule A – Statement of Scope of Services
 Schedule B - Rate Table

- GIS mapping & analysis
- Grant applications/writing
- Design Guidelines
- Applicant Checklists
- Trails & open space
- Regional master plan conformance
- Land planning & design
- Park system planning
- Zoning & ordinance updates
- Retail market analysis
- Sign ordinances
- Greenway studies
- Special improvement districts
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As the needs arise, we propose scope assignments and use a developer deposit reimbursement model where appropriate. Resumes of our key partnering members are attached along with a proposed fee schedule for these services. Our partners at Colliers are nationally renowned and bring a local familiarity with activities in Onondaga County and the surrounding area. The Miller/Colliers relationship has been in play with the communities of DeWitt, NY; Granby, NY; and informally with the Town of Manlius for several years.

We will provide these services on an hourly basis and in accordance with the terms and rates of our Rate Table - "Schedule B" attached herewith - and will also continue to provide 24/7 on-call services for the Town as required. We suggest budgeting approximately \$60,000 for Advanced Planning Activities. We also will plan to meet with you to better determine specific activities to best coordinate our efforts with you to advance your vision for the community. Please visit our website at www.millerengineers.com and contact me at 315-558-8417 with any questions you may have.

Very truly yours,



MILLER ENGINEERS
Douglas A Miller, P.E.

SIGNATURE AUTHORIZATION

TOWN OF MANLIUS



SCHEDULE B

TOWN OF MANLIUS

2025 RATE TABLE

MILLER ENGINEERS – MANLIUS, NY

Travel: mileageat IRS published rates
Subsistence..... at cost
Telephone, outside printing, postage, etc. at cost
Sampling – equipmentat cost plus 10%
Outside specialty servicesat cost plus 10%
Expert testimony.....\$2,500 per day

<u>Category</u>	<u>Billing Rate \$/Hour</u>
Senior Technical Director	\$260.00
Technical Director	\$230.00
Senior Project Specialist	\$205.00
Senior Principal	\$185.00
Technical Specialist	\$178.00
Senior Consultant	\$175.00
Senior Data Technician	\$150.00
Senior Professional Engineer	\$148.00
Project Specialist	\$143.00
Technical Assistant	\$140.00
Professional Engineer	\$129.00

In addition to these fees, clients will also be responsible for any sales tax that may apply to professional services performed

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), dated _____ (“**Effective Date**”), is between Life Safety Inspection Vault LLC, an Idaho limited liability company (“**LIV**”), and The Town Of Manlius, New York, a municipal corporation of the State of New York with a principal place of business at 301 Brooklea Drive, 301 Brooklea Drive, Fayetteville, NY 13066 (“**Client**”). The term “**Agreement**” means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

SECTION 1. ENGAGEMENT; SERVICES; DUTIES

1.1 Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client’s fire safety system permitting (collectively, the “**Services**”). LIV will provide the Services through LIV’s proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the “**Vault**”). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV’s web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work (“**SOW**”) substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term “**Services**” includes those items described above as well as any other items described on each SOW.

1.2 Designation of Key Personnel. LIV’s “**Representative**” is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livesafe.com. The Client’s “**Representative**” is Tom Poitras, phone: 315 637 8619, e-mail: tpoitras@townofmanlius.org. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

1.3 LIV’s Responsibilities. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, “**Laws**”). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate

mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

1.4 Client's Responsibilities . Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

SECTION 2. COMPENSATION

2.1 Management Fee

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an **"Exception"**), LIV will collect and retain for each system inspection submitted a fixed fee of \$15.00 US (the **"Fixed Fee"**). The Fixed Fee will be due and payable by the Client once each system inspection is submitted. The Fixed Fee for any Exceptions will not exceed \$15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the Client and the end users (e.g., the inspector) are not billed for any fees.

2.1.2 As payment for the 2025 Services, LIV will invoice the Client \$4,000 upon full execution of this Agreement (**"2025 Retainer"**). Upon payment in full of the amount, Client and its Registered Users will be granted access to the Vault and may begin accepting inspection reports and otherwise utilizing the Services. LIV will collect the Fixed Fees as and when they become due and payable by offsetting against the 2025 Retainer. Regardless of the number of system inspections submitted, LIV's minimum fee in any year of the Term is \$2,000 (**"Minimum Fee"**). If the total Fixed Fees that become due and payable in calendar year 2025 exceed the 2025 Retainer, LIV will invoice Client for the excess at the end of the calendar quarter in which the 2025 Retainer is exhausted and quarterly thereafter. Payment terms for all invoices are Net 30 days from the date of the invoice. If the total Fixed Fees that become due and payable in calendar year 2025 are less than the 2025 Retainer, LIV will, after collecting any amounts necessary to satisfy the Minimum Fee, refund the excess to Client or credit the excess against future Fixed Fees that become due and payable in subsequent years. For clarity, the maximum refund or credit Client would receive in any year is \$2,000 (assuming a \$4,000 retainer).

2.1.3 LIV will also collect any additional fees that Client charges in connection with the activities relating to the premises in question (the **"Inspection Fees"**). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees. If Client elects to include any Inspection

Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount of Inspection Fees collected during such quarter.

SECTION 3. TERM AND TERMINATION

3.1 Term of Agreement . The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is 1 year from the Effective Date (“**Initial Term**”). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a “**Renewal Term**,” and collectively with the Initial Term, the “**Term**”) if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

3.2 Termination . In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3.3 Effect of Expiration or Termination . Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client’s obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination will affect LIV’s responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

3.4 Survival . This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

SECTION 4. WARRANTIES; LIMITATIONS

4.1 Warranty

4.1.1 Vault and Services Warranties . LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.2 Non-Suspension or Debarment . LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

4.2 Limitations; Disclaimer of Warranties . All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS Section 4, VAULT AND THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND “AS AVAILABLE” AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS Section 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT’S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV’S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS Section 4, AND CLIENT’S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO Section 11 AND Section 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

SECTION 5. PROPRIETARY RIGHTS

5.1 Proprietary Rights . LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the “**Derivative Works**”), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the “**Documentation**”), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

5.2 Use of Trademarks . During the Term, LIV may use the Client’s trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client’s trademarks and logos for said purposes. LIV may not, without Client’s prior written consent, use Client’s trademarks or logos for any other purpose, including promotional services or commercial services not directly related to the provision of Services under this Agreement.

SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

6.1 Definitions

6.1.1 “**Aggregated Statistics**” means data and information related to Client’s use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 “**Authorized User**” means Client’s employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors will not be considered employees, agents, consultants, or contractors of Client unless specifically designated in writing by the Client.

6.1.3 “**Client Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 “**LIV IP**” means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV’s monitoring of Client’s access to or use of Vault, but does not include Client Data.

6.1.5 “**Registration Form**” means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client’s access to Vault under this Agreement.

6.2 Access and Use

6.2.1 Registration. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (“**Registration Data**”) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client’s account and Client’s rights to use Vault.

6.2.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client will not be liable for and will have no obligations as to use of the Vault by third party contractors that inspect, test, and maintain fire protections systems.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver,

estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage . LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

6.2.8 Suspension . Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.9 Aggregated Statistics . Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

6.2.10 LIV Responsibilities and Uptime . LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make

Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

6.3 Equitable Relief . Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

6.4 Client Responsibilities . Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

6.5 Termination and Suspension of Service . If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 LIV IP . Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

7.2 Client Data . LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

7.3 Feedback . If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

SECTION 8. CONFIDENTIAL INFORMATION

8.1 Definition . From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

8.2 Nondisclosure and Nonuse

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other

form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

8.3 Breach; Equitable Relief . Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

SECTION 9. STAFFING; WORK SITES; LAWS

9.1 Place and Condition of Work . Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

9.2 Staffing . LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

9.3 Compliance with Health, Safety, and Environmental Regulations . LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

SECTION 10. INSURANCE . During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

10.1 Workers' Compensation and Employers' Liability

. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

10.2 Commercial General Liability . LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

10.3 Insurance Certificate . Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

10.4 Notice of Policy Changes . The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

SECTION 11. INDEMNIFICATION

11.1 LIV's Indemnification Obligations . LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

11.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

11.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

11.1.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

11.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or

tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

11.2 Client's Liability . Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions; or

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

11.3 Indemnification Procedures . The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11.4 Infringement Remedy . If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL,

THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN Section 12.

SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

12.1 Risks Inherent to Internet . Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

12.2 Exclusion of Certain Damages; Limitation of Liability . IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.3 Exceptions . The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions

for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

SECTION 13. FORCE MAJEURE

13.1 Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

13.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services.

SECTION 14. MISCELLANEOUS

14.1 Notices . All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718

E-mail: Cole.harding@livosafe.com

To Client: Town of Manlius
Attn.: Code Enforcement Officer
301 Brooklea Drive
Manlius, NY 13066

Phone: (315) 637 8619

Email: tpoitras@townofmanlius.org

14.2 Interpretation . Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

14.3 Amendment and Modification; Waiver . No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

14.4 Severability . If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

14.5 Choice of Law; Attorneys’ Fees . The parties intend for this Agreement to be construed and enforced under the laws of the State of New York, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys’ fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

14.6 Assignment . Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

14.7 Export Regulation . Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

14.8 US Government Rights . Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

14.9 Entire Agreement . This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

14.10 Counterparts . This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by

facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,
an Idaho limited liability company

TOWN OF MANLIUS,
a municipal corporation of the State of New
York

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CONTRACT FOR LEGAL SERVICES

Between

**THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION**

And

BALDWIN & SUTPHEN, PLLC

This Contract entered into this 1st day of January, 2025 (the “Effective Date”) between the Town of Manlius, a municipal corporation, hereinafter referred to as “The Town” and Baldwin & Sutphen, PLLC, a law firm, hereinafter referred to as “The Firm” for the purpose of the firm providing certain legal services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for certain legal services for the period of one year, commencing on the Effective Date and terminating December 31, 2025.
2. **SCOPE OF SERVICES.** The firm will represent the Town’s Planning Board (“Planning Board”) and Town Zoning Board of Appeals (“Zoning Board”) at all regularly scheduled meetings and provide advice and counsel to said Boards. Such advice and counsel shall include, but is not limited to:
 - a. Reviewing any pending application before the Town Planning Board and/or Zoning Board to familiarize themselves with any legal issues that may come before the Boards;
 - b. Review any appropriate statutes, laws, rules, ordinances and any applicable legal precedent to the pending applications including the Town Code and State Environmental Quality Review Act;
 - c. Consult with Board Members, Town Board Members, Town Attorney, Planning and Zoning Department, the Town Planning Board Engineers, Developers and their counsel, as appropriate.
 - d. Prepare resolutions for decisions of the Planning Board and/or Zoning Board as same may be necessary or appropriate.
3. **FEES.** Legal services rendered by the Firm related to services described in paragraph number 2 and for development projects for which the developer reimburses the Town for legal services will be billed separately at the hourly rate of one hundred One hundred and eight five dollars (\$185.00) per hour. The Firm shall submit separate and detailed itemized invoices to the Town for any hourly billing stating specifically the task performed, and as relevant, the name of the project that the task was spent on, the name of the person performing the task and the amount of time spent on the task.

Any litigation on behalf of the Planning Board or Zoning Board will be billed under a separate arrangement with the Town, should the firm be retained for same. Upon notice received, the Firm will promptly notify the Town Board of any litigation brought against the Planning Board or Zoning Board..

The Firm will bill at the rate of \$250 per hour for special projects or work performed that is requested by the Town Board that is beyond the scope of work contemplated in paragraph two of this contract.

4. **DISBURSEMENTS.** All local phone calls (within the 315 area code), local travel (within Onondaga County and any adjoining County), mailing and delivery shall be included within the retainer agreement. Any other disbursements shall be billed as the same are accrued.

5. **KEY PERSON.** The parties acknowledge that although the Town is contracting with the Firm, that Jamie Sutphen, Esq. has been appointed as the Planning Board's Attorney and Zoning Board's Attorney that except for extraordinary circumstances, Jamie Sutphen, Esq. shall be the attorney present at all regularly scheduled Planning Board and Zoning Board meetings and will be available to provide advice and counsel as described in this agreement. If for any reason Ms. Sutphen is unable to attend a meeting or be available to provide said services, the parties agree that Robert Baldwin, Esq. will take her place.
6. **CONFLICTS OF INTEREST.** The Firm represents that upon entering into this agreement it has no conflicts of interest with respect to its representation of the Town's Planning Board or Zoning Board.. Upon discovery thereof, the Firm shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of her duties to the Town. The Firm agrees to be bound by the Town of Manlius Code Chapter on Ethics.

In the event the Firm has, from time to time, questions in this regard, they shall consult with the Town and seek direction. The Town may, after such consideration, make any findings it deems appropriate, and the Firm will then take such actions that may be necessary to eliminate actual or perceived conflicts of interest.

7. **INSURANCE.** The Firm agrees to maintain professional liability insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) and keep such insurance in full force and effect for the term of this agreement. The Firm represents that said insurance covers all representation that it performs for the Town. The Firm will provide a binder to the Town upon execution of this agreement. The Firm will also maintain statutory workman's compensation insurance on all of its employees who perform work on Town property.
8. **RIGHT TO TERMINATE AGREEMENT.** The Town and/or the Firm shall have the right to terminate this agreement at any time for any reason. Files belonging to the Town, are not generally in the possession of the Firm, however, any files of the Town which may be in possession of the Firm upon termination of this Agreement shall be promptly turned over to the Town.

TOWN OF MANLIUS

BALDWIN & SUTPHEN, PLLC

By: _

John Deer, Town Supervisor

By: _____
Jamie Sutphen, Esq.

Dated: January __, 2025

Dated: January ____, 2025

HARRIS BEACH PLLC
ATTORNEYS AT LAW

December 27, 2024

VIA EMAIL: jdeer@townofmanlius.org

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

333 WEST WASHINGTON STREET
SUITE 200
SYRACUSE, NEW YORK 13202
315.423.7100

JOSEPH V. FRATESCHI
ASSOCIATE
DIRECT: 315.214.2036
FAX: 315.422.9331
JFRATESCHI@HARRISBEACH.COM

RE: Engagement for Legal Services Between Harris Beach PLLC and the Town of Manlius

Dear John:

This letter summarizes the proposed terms of Harris Beach PLLC's (the "Firm") representation of the Town of Manlius ("Client"), including the scope of services the Firm will provide Client pursuant to this engagement and the agreed-upon fee and billing arrangements. Unless otherwise set forth herein, the Firm's representation will be limited to Client only, and does not extend to any separate or differing interests of Client's officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially interested or related parties (individually "Affiliate," and collectively, "Affiliates").

Scope of Engagement. The Firm agrees to provide legal counsel to Client with regard to the following (the "Matter"): Harris Beach PLLC will commit to 30 hours per month of being at Town Hall for private and public meetings (or such other hours as the parties shall mutually agree), consultation with Supervisor/Board member and staff related to general town issues (general town issues begin defined as drafting local laws, resolutions, FOIL consultation, municipal governance, board meeting preparation, town property issues, contract review (not collective bargaining agreements), police matters under the retainer described below. The Firm will also represent Client for special engagements, as Client may request, at the rates set forth in the Fee Arrangement section below. The Firm will represent Client to the best of its ability but does not guarantee any particular result.

This engagement letter constitutes the entire agreement between the Firm and Client regarding the Matter described herein and supersedes any prior written or oral statements or agreements made by the Firm or Client. If Client desires legal counsel on an issue outside the scope of the Matter, or to change any other terms of this letter, the Firm may agree to provide such counsel or different terms, but only after executing a separate agreement with Client (which may be communicated by e-mail). Unless expressly included in the foregoing description of the Matter, the Matter does not include any appeals that may arise from the Matter or advice regarding compliance with the Corporate Transparency Act ("CTA"), including the reporting requirements set forth in 31 C.F.R. § 1010.380. If the Matter does expressly include advice regarding the CTA, the Firm undertakes no obligation to update any of Client's CTA filings unless such services are first confirmed in a writing signed by the Firm. Please also note that the Firm does not engage in lobbying activities on behalf of any client.

Client agrees that the Firm may disclose the fact of its representation of Client, including in materials that the Firm uses to describe its practices and expertise.

Firm Personnel; Principal Contact. Joseph Frateschi, Esq. will be responsible for the supervision of the Matter, but Client is engaging the Firm as a whole and not any individual attorney. He can be reached at (315) 214-2036 and jfrateschi@harrisbeach.com. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter, and from time-to-time may also utilize the services of contract lawyers or third-party consultants. These individuals will be billed at their standard hourly rates unless otherwise stated below.

Fee Arrangement. The Firm's fee is based on the time spent by the attorneys and legal assistants who work on the Matter. Joseph Frateschi's rates are as follows: \$225.00 an hour for general town issue matters that go beyond the 30 office hours at town hall; \$250.00 an hour for specialty legal services, like, environmental review (SEQRA), employment/labor matters (including collective bargaining negotiations), zoning, and land use planning; and \$350.00 an hour for litigation or matters in an adversarial posture that require pleadings and third-party adjudication.

We will charge for all time spent representing Client's interests, including, by way of example, telephone and office conferences with Client or Client's representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to Client requests for additional information; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town). Hourly charges are applied to total time devoted to client representation, including travel time (when necessary) and reasonable time spent waiting for in-person and virtual court appearances to begin.

We will, at Client's request, provide fee estimates. However, such estimates are provided only for Client's information; they are not guarantees and are not binding on the Firm. Actual costs might be higher or lower than the estimated amount depending on a host of factors, including, for example, number and types of motions filed; whether proceedings such as trials, hearings, or closings are delayed or postponed; scope and extent of discovery; and the amount of assistance Client is able to provide the Firm in areas such as collection of information, documents, and electronically stored information, the location of witnesses, etc. In the event a dispute arises between Client and the Firm regarding fees, Client may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

Other Charges. In addition to the Firm's fees for rendering professional services, Client shall be responsible for, and Firm invoices will include, separate charges for performing services such as delivery charges, specialized computer applications, travel, preparing responses to Client's auditors, and other expenses and services incurred incidentally to the performance of the Firm's legal services. Client shall also be responsible for payment of any expenses and disbursements

incurred by the Firm on Client's behalf (*i.e.*, transcription fees, filing fees, expert witness fees, etc.), which will be billed to Client with the Firm's invoice. Based on the nature of the expense, the Firm may also request that Client pay or advance the fee directly to the person/entity requesting/charging the same. The Firm shall promptly notify Client of any significant expense that is incurred in connection with the Matter. Client shall be responsible for the cost of any vendors or third parties the Firm hires to carry out its services in the Matter, regardless of whether the Firm or Client executes the agreement for the vendor's or third party's services.

Should Client ever issue a litigation hold to the Firm for a matter unrelated to the Firm (*e.g.*, due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential party), Client shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

Billing Cycle and Retainer. The Firm generally requires its clients to deposit a retainer for legal services against which the Firm bills and collects fees and disbursements. The Firm requires that Client pay an monthly retainer of \$5,500.00 for an annual amount of \$66,000 for the Matter. Client expressly understands that the Firm will be under no obligation to commence legal services unless and until Client pays to the Firm the Retainer. The Retainer is not an estimate of the total fees and disbursements that may be billed over the course of the Matter. A statement of fees for legal services and other charges billed and collected against the Retainer will be provided monthly and sent to Client at the address set forth above unless Client requests it be sent to a different address.

Should Client's account remain unpaid after 30 days, a late-payment fee of 0.75% per month, or 9.00% per annum, will be added to the amount due. If Client's account becomes delinquent by more than 90 days, the Firm will contact Client about making arrangements to bring the account and Client's retainer deposit current. It is our hope that, by addressing payment issues promptly, we can avoid any misunderstanding. However, as a condition to the Firm's continued representation of Client, Client must remain current in Client's payments to the Firm for services and expenses. Should a delinquency continue and satisfactory payment terms not be arranged, Client shall not object if the Firm decides to withdraw from its representation of Client. In such an event, Client shall be responsible for the cost of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees incurred by the Firm for the collection.

If Client ever overpays an invoice, Client agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to Client's next bill, with notice to Client as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to Client.

If Client has any questions relating to the Firm's services or the charges, we will be pleased to discuss them with Client at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, Client agrees to notify us in writing or email within 30 days of receiving our billing statement if Client disputes any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of Client's receipt of a billing statement, Client will be deemed to have accepted

and acknowledged the billing statement as correct through the period covered by the billing statement.

Termination of Engagement. Either party may terminate the engagement described herein at any time for any reason by providing the other party written notice, subject, on the Firm's part, to the rules of professional conduct. No such termination, however, will relieve Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After the Firm's completion of legal services to Client, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages the Firm after completion of the Matter to provide additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise Client with respect to future legal developments, whether relating to the Matter or otherwise.

Conclusion of Representation; Disposition of Client Documents. Unless previously terminated, the Firm's representation of Client with respect to the Matter will conclude when the Firm sends Client the last invoice for services rendered in the Matter. If the scope of the Matter contemplates an ongoing relationship wherein Client seeks advice from the Firm on discrete matters on an as-needed basis, Client shall be deemed a current client of the Firm for purposes of conflicts of interest while the Firm is in the process of answering such discrete questions, and the attorney-client relationship between the Firm and Client shall conclude once the Firm has answered Client's question. The attorney-client relationship will then resume the next time the Client seeks advice from the Firm.

Following such conclusion, any otherwise nonpublic information Client has supplied to the Firm that is retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, the Firm will return Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If Client does not make such a request within 90 days following the conclusion of the engagement set forth herein, Client agrees and understands that any materials left with the Firm after the engagement ends may be retained or destroyed at the Firm's discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at its expense, copies of all documents generated or received by the Firm in the course of its representation. The Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the

engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

Client Cooperation. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client, as well as any updates or changes to Client's contact information. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information Client provides to the Firm when performing services on Client's behalf. Should Client not fully cooperate with the Firm, both the efficiency and economy of the Firm's representation of Client may suffer.

Communication with Client and Confidentiality. Unless Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with Client, and Client shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with Client. Texting is not a preferred method of communication but may be used on a limited basis to communicate non-sensitive information to Client. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm if Client has any requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Consistent with applicable rules of professional conduct, the Firm will employ reasonable physical, technical, and administrative safeguards to protect the confidentiality of all information related to the Matter. The Firm utilizes a document management system that stores electronic information in the cloud and that employs industry standard safeguards to protect that information. By agreeing to the terms of this engagement letter, Client consents to the Firm storing Client's files in the cloud and acknowledges that, as with any technology, such storage creates some risk of inadvertent or unauthorized disclosure of confidential information (e.g., bad acts perpetrated by cyber criminals). Any processing of Client's data by the Firm is for the purpose of providing legal services to Client or furthering the legitimate interests of the Firm related to such services. Additional terms governing the Firm's use of Client data are set forth in its privacy policy, available at <https://www.harrisbeach.com/privacy-policy/>.

Should any information related to the Matter be subject to protection under the European General Data Protection Regulation ("GDPR"), the Firm shall abide by the terms of Standard Contractual Clauses ("SCCs") that have been approved by the European Commission, as may be updated by the Commission from time-to-time. The Firm and Client shall complete the applicable Annexes to the SCCs after Client signs this letter.

Possible Conflicts. Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Client that the Firm represents, and not any of its Affiliates. Client agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such

information is essential to the engagement set forth herein. There are no intended third-party beneficiaries to this engagement letter.

Prospective Conflict Waiver. The Firm serves clients across a wide range of industries and geographic locations. As such, it is important for the Firm to take steps to ensure that it remains able to serve all of its current and future clients to the greatest extent possible, and also important to the Firm's clients (including you) that we take steps to ensure we are able to represent our clients when they ask us to. Client understands that the Firm may have previously been adverse to Client in litigation and transactional matters prior to establishing an attorney-client relationship with Client, and that the Firm may be asked by other clients to represent them in matters adverse to Client in the future. Such other clients may include, without limitation, Client's or its affiliates' debtors and creditors, as well as companies that operate in the same areas of business in which Client operates or may operate in the future. The Firm recognizes that it shall be disqualified from representing any other client that the Firm determines in its reasonable discretion to have interests materially adverse to Client (1) in any matter which in our judgment is substantially related to our representation of Client described in this letter; and (2) with respect to any matter in which there is a reasonable probability that confidential information Client furnished to us could be used to Client's material disadvantage. Client understands and agrees that, with those exceptions, the Firm is free to represent other clients, including clients whose interests may conflict with Client's in litigation and any other matters of any kind. Client agrees that our representation of Client in this Matter will not prevent or disqualify us from representing clients adverse to Client in other matters of any kind excepted as otherwise stated above and Client consents in advance to our undertaking such adverse representations.

In considering this prospective waiver, please know that the Firm owes you (and all our clients) various duties, including duties of care, loyalty, and confidentiality. Your consent to the above-noted prospective conflict waiver will in no way impact our obligation to fulfill those duties, and we will continue to provide you with competent and diligent representation. We encourage you to consult with independent counsel about this prospective waiver, and by consenting to it you acknowledge that you have had adequate opportunity to do so. Your consent to this waiver is entirely voluntary.

Use of Artificial Intelligence. To provide you with efficient and cost-effective legal services, the Firm is continually evaluating both established and emerging technologies to enhance our representation, including artificial intelligence (AI) platforms or tools. If we use any AI platform or tool, that use will be limited to specific tasks that are suited to its capabilities, and will not replace the diligence, expertise, or judgment of the Firm's lawyers. Should you have any questions or concerns, please contact me.

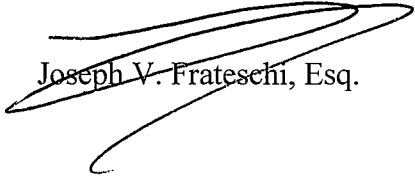
Choice of Law and Venue. Both the terms of this engagement letter and the attorney-client relationship it creates between Client and Harris Beach shall be governed by the laws of the State of New York (including the New York Rules of Professional Conduct), without giving effect to the conflicts of law principles thereof. Any claim, suit, action, dispute, or proceeding arising out

of, or with respect to, this engagement letter or the legal services provided hereunder (collectively, for purposes of this paragraph only, "claim") shall be brought in a New York State court situated in Monroe County, New York, or in the United States District Court for the Western District of New York, and no other. Client hereby consents to personal jurisdiction and venue in those courts for the purpose of any claim and waives Client's rights to bring any claim in any other court or jurisdiction. However, this Paragraph shall not interfere with Client's right to pursue fee arbitration as permitted by Part 137 of the Rules of the Chief Administrator of the Courts.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this engagement letter and a Retainer check payable to Harris Beach PLLC. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until Client has signed and returned this engagement letter to us, along with Client's retainer payment. However, any services rendered by the Firm in connection with the Matter prior to Client signing below shall be governed by the terms of this letter.

We appreciate the opportunity to represent, and look forward to working with, the Town of Manlius in this Matter.

Very truly yours,



Joseph V. Frateschi, Esq.

Agreed and Accepted
this ____ day of January, 2025.

TOWN OF MANLIUS

By: _____

Title: _____

The Garam Group

Town of Manlius Police Department - Business 360 Support Agreement

Prepared for **Town of Manlius Police
Department**



By James La Valle | jamesl@garamgroup.com
Valid until Tuesday, December 31, 2024

Business 360 Complete Service Agreement

This Business 360 Service Agreement ("Agreement") is made and effective the **1st Day of January 2025** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and Town of Manlius Police Department, headquartered at 1 Arkie Albanese Avenue Manlius, 13104 (the "Client").

This agreement is to provide Garam Group's Business 360 monthly break/fix and maintenance support Monday – Friday during the regular workday (8:00 am – 5:00 pm; hereafter referred to as the "Regular Workday"). A detailed listing of included and optional services can be found in the attached services document.

Garam Group Business 360 - FOUNDATION					\$7,465.00
Product		Quantity		Price	Amount
	Business 360 - FOUNDATION - Computers	Monthly	79	\$85.00	\$6,715.00
	Business 360 - FOUNDATION - Sites	Monthly	3	\$250.00	\$750.00

Garam Group Business 360 - SHIELD					\$3,800.04
Product		Quantity		Price	Amount
	Endpoint Detection and Response	Monthly	1	\$387.10	\$387.10
	Advanced Threat Protection - Computers	Monthly	1	\$1,148.66	\$1,148.66
	Advanced Threat Protection - Mailbox	Monthly	1	\$163.30	\$163.30
	Multi-Factor Authentication	Monthly	1	\$224.72	\$224.72
	Security Awareness Training	Monthly	1	\$94.50	\$94.50
	Segregated Backups - Data	Monthly	1	\$1,600.00	\$1,600.00
	Segregated Backups - Mailbox	Monthly	1	\$181.76	\$181.76

Garam Group Business 360 - COMPLIANCE					\$390.00
Product		Quantity		Price	Amount
	Galactic - Client Watch (32 - 46 Users)	Monthly	1	\$390.00	\$390.00

Garam Group Business 360 - Add-Ons					\$2,984.65
Product		Quantity		Price	Amount
 Exclaimer Signature Management Cloud	Monthly	53		\$1.65	\$87.45
 Microsoft 365 Business Standard NCE	Monthly	31		\$15.00	\$465.00
 Microsoft 365 Business Basic NCE	Monthly	33		\$7.20	\$237.60
 Microsoft Azure IPP P1	Monthly	2		\$2.40	\$4.80
 Microsoft 365 Apps for business	Monthly	5		\$9.96	\$49.80
 Autotask monthly licence fee	Monthly	1		\$140.00	\$140.00
 Helpdesk - Vehicle Support	Monthly	1		\$2,000.00	\$2,000.00

One Off	\$0.00
Monthly 	\$14,639.69
Shipping	\$0.00
Tax	\$0.00
Total	\$14,639.69

*Agreements not signed will result in a 10% rate increase on FOUNDATION services.

Acceptance and authorization

The terms and conditions of the Business 360 Service Agreement apply in full to the services and products provided under this Service Agreement.
IN WITNESS WHEREOF, the client hereto is acting with proper authority have executed this Service Agreement under seal.

1. Services

1.1 Accepted / Declined Services

The above services have been presented and explained as to how they will improve the security posture of the Client. By accepting this agreement, the Client acknowledges the benefit of these services and understands the impact that declining the recommended services will have on their security posture.

1.2 Moves / Adds / Changes

- Workstation Deploys/Rebuilds will be included in the support service up to 25% of the total number of workstations. Each additional deploy/rebuild will be billed at \$350/each.
- Project Work requiring less than 2 hours of total labor will be included. Project Work requiring more than 2 hours will be billed as described in section 4 below.

2. Invoicing Schedule

- Recurring Services are invoiced during the first week of the month.
- Incidentals incurred during the month will be invoiced the second week of the following month.
- Hardware & Software Purchases and any Billable Projects will be invoiced at the time of approval.

3. Payment Terms

- Payments for Recurring Services and Incidentals are automatically processed within 7 days of invoicing via ACH or Credit Card.
 - Manual Payments may be used for Recurring Services and Incidental and will be subject a \$39 Admin Fee.
- Hardware & Software Purchases may be paid manually with no processing fee.
- Late payments will be subject to an additional 3% Late Fee.

4. Additional Fees and Services

- Travel will be billed based on the Internal Revenue Service's Standard Mileage Rate calculated on round trip miles + any additional site visits.
- Moves/Add/Changes are categorized as "Project Work" and will be proposed and billed separately according to the complexity of the requested project.
- 24/7 Emergency support services are available upon request and are billed according to the following:
- A \$100 service fee is charged per request.
- Labor conducted outside of the Regular Workday will be billed at \$262.50/hour in 15-minute increments.
- Labor conducted on Sundays or observed holidays will be billed at \$350.00/hour in 15-minute increments.
 - Observed Holidays can be found on our website.
- Each request will be subject to 1 hour minimum.
- Labor associated with an incident/breach response is not covered by this support agreement and will be billed at \$350.00/hour in 15-minute increments with a 1 hour minimum.

5. Client's Responsibilities

- Client will make the following resources available to Garam for the duration of this Agreement:
- Allow for an infrastructure maintenance window during the Regular Workday.
- An individual who will be the primary point of contact for the Client as it relates to the services.
- Access to all computer systems, software and programs.
- Access to ISP accounts and equipment.

6. Equipment Age Limitation

Equipment will be replaced at the following schedule based on equipment type:

- User Workstations should be replaced after 4 years. Equipment that is older than 4 years will continue to be monitored but will be only limited to 1-hour, best effort support for troubleshooting purposes.
- Servers should be replaced every 5 years. Equipment that is older than 5 years will continue to be monitored but will be only limited to 1-hour, best effort support for troubleshooting purposes.
- Network Hardware (Firewalls, Switches, Wireless networking, etc.) should be replaced every 6 years and must maintain an active support contract with the manufacturer. Equipment that is older than 6 years will continue to be monitored but will be only limited to 1-hour, best effort support for troubleshooting purposes.

7. Limitation of Liability

Garam shall not be liable for special, incidental, or consequential damages in connection with the repair or services of equipment, including but not limited to loss of profits or revenue.

8. Termination of Agreement

This Agreement shall remain in effect from the **1st Day of January 2025** until **31st Day of December 2026**. In the event any sum of money owed by the Client is not paid when due and remains unpaid for a period of thirty (30) days, or if the Client defaults in performance of any other obligations under this Agreement, Garam may terminate this Agreement by giving the Client ninety (90) days written notice of termination. In the event of such termination, Garam retains all rights and remedies under the Agreement. In addition, the Client has the right to terminate this Agreement for a good cause by giving ninety (90) days written notice to Garam.

9. Notices

All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at the addresses first written above.

10. Waiver

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

11. Entire Agreement

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties - except for the count of systems being supported. Quantities may change on a monthly basis based on Client business changes.

The Garam Group

Town of Manlius - Business 360 Support Agreement

Prepared for **Town of Manlius**

By James La Valle | jamesl@garamgroup.com
Valid until Tuesday, December 31, 2024



Business 360 Complete Service Agreement

This Business 360 Service Agreement ("Agreement") is made and effective the **1st Day of January 2025** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and Town of Manlius, headquartered at 301 Brooklea Drive Fayetteville, 13066 (the "Client").

This agreement is to provide Garam Group's Business 360 monthly break/fix and maintenance support Monday – Friday during the regular workday (8:00 am – 5:00 pm; hereafter referred to as the "Regular Workday"). A detailed listing of included and optional services can be found in the attached services document.

Garam Group Business 360 - FOUNDATION				\$6,025.00	
Product		Quantity		Price	Amount
	Business 360 - FOUNDATION - Computers	Monthly	65	\$85.00	\$5,525.00
	Business 360 - FOUNDATION - Sites	Monthly	2	\$250.00	\$500.00

Garam Group Business 360 - SHIELD				\$2,625.47	
Product		Quantity		Price	Amount
	Endpoint Detection and Response	Monthly	1	\$318.50	\$318.50
	Advanced Threat Protection - Computers	Monthly	1	\$945.10	\$945.10
	Advanced Threat Protection - Mailbox	Monthly	1	\$186.30	\$186.30
	Multi-Factor Authentication	Monthly	1	\$165.36	\$165.36
	Security Awareness Training	Monthly	1	\$94.50	\$94.50
	Segregated Backups - Data	Monthly	1	\$708.35	\$708.35
	Segregated Backups - Mailbox	Monthly	1	\$207.36	\$207.36

Garam Group Business 360 - COMPLIANCE				\$390.00	
Product		Quantity		Price	Amount
	Galactic - Client Watch (32 - 46 Users)	Monthly	1	\$390.00	\$390.00

Garam Group Business 360 - Add-Ons					\$832.95
Product		Quantity		Price	Amount
 Exclaimer Signature Management Cloud	Monthly	39		\$1.65	\$64.35
 Microsoft 365 Business Standard NCE	Monthly	41		\$15.00	\$615.00
 Microsoft 365 Business Basic NCE	Monthly	20		\$7.20	\$144.00
 Microsoft Azure IPP P1	Monthly	4		\$2.40	\$9.60

One Off	\$0.00
Monthly 	\$9,873.42
Shipping	\$0.00
Tax	\$0.00
Total	\$9,873.42

*Agreements not signed will result in a 10% rate increase on FOUNDATION services.

Acceptance and authorization

The terms and conditions of the Business 360 Service Agreement apply in full to the services and products provided under this Service Agreement.
IN WITNESS WHEREOF, the client hereto is acting with proper authority have executed this Service Agreement under seal.

1. Services

1.1 Accepted / Declined Services

The above services have been presented and explained as to how they will improve the security posture of the Client. By accepting this agreement, the Client acknowledges the benefit of these services and understands the impact that declining the recommended services will have on their security posture.

1.2 Moves / Adds / Changes

- Workstation Deploys/Rebuilds will be included in the support service up to 25% of the total number of workstations. Each additional deploy/rebuild will be billed at \$350/each.
- Project Work requiring less than 2 hours of total labor will be included. Project Work requiring more than 2 hours will be billed as described in section 4 below.

2. Invoicing Schedule

- Recurring Services are invoiced during the first week of the month.
- Incidentals incurred during the month will be invoiced the second week of the following month.
- Hardware & Software Purchases and any Billable Projects will be invoiced at the time of approval.

3. Payment Terms

- Payments for Recurring Services and Incidentals are automatically processed within 7 days of invoicing via ACH or Credit Card.
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4. Additional Fees and Services

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- Moves/Add/Changes are categorized as "Project Work" and will be proposed and billed separately according to the complexity of the requested project.
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- Labor conducted outside of the Regular Workday will be billed at \$262.50/hour in 15-minute increments.
- Labor conducted on Sundays or observed holidays will be billed at \$350.00/hour in 15-minute increments.
 - Observed Holidays can be found on our website.
- Each request will be subject to 1 hour minimum.
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5. Client's Responsibilities

- Client will make the following resources available to Garam for the duration of this Agreement:
- Allow for an infrastructure maintenance window during the Regular Workday.
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6. Equipment Age Limitation

Equipment will be replaced at the following schedule based on equipment type:

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- Servers should be replaced every 5 years. Equipment that is older than 5 years will continue to be monitored but will be only limited to 1-hour, best effort support for troubleshooting purposes.
- Network Hardware (Firewalls, Switches, Wireless networking, etc.) should be replaced every 6 years and must maintain an active support contract with the manufacturer. Equipment that is older than 6 years will continue to be monitored but will be only limited to 1-hour, best effort support for troubleshooting purposes.

7. Limitation of Liability

Garam shall not be liable for special, incidental, or consequential damages in connection with the repair or services of equipment, including but not limited to loss of profits or revenue.

8. Termination of Agreement

This Agreement shall remain in effect from the **1st Day of January 2025** until **31st Day of December 2026**. In the event any sum of money owed by the Client is not paid when due and remains unpaid for a period of thirty (30) days, or if the Client defaults in performance of any other obligations under this Agreement, Garam may terminate this Agreement by giving the Client ninety (90) days written notice of termination. In the event of such termination, Garam retains all rights and remedies under the Agreement. In addition, the Client has the right to terminate this Agreement for a good cause by giving ninety (90) days written notice to Garam.

9. Notices

All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at the addresses first written above.

10. Waiver

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

11. Entire Agreement

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties - except for the count of systems being supported. Quantities may change on a monthly basis based on Client business changes.

Town of Manlius, NY

2025 Landscape Proposal



Prepared By:



EDWARDS
LANDSCAPES LLC

Edwards Landscapes LLC
17 Parkwood Drive
East Syracuse, NY 13057

Prepared For:



Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066



Edwards Landscapes LLC
17 Parkwood Dr.
East Syracuse, NY 13057

September 9, 2024

Maria Lenway, Town Comptroller
Town of Manlius, NY
301 Brooklea Dr.
Fayetteville, NY 13066

Dear Maria,

Attached is the proposal for the 2025 landscaping at the Manlius Town Hall.

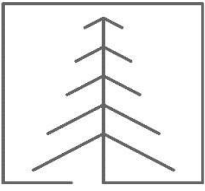
I have worked to provide a competitive bid for the work outlined in your landscaping scope. As requested, I have included pricing for a spring cleanup, summer trimming, fall cleanup and monthly weeding schedule.

I look forward to continue working with the town. If you accept the proposal, we can get all the necessary paperwork and signatures completed in order to perform work starting mid-April weather permitting. Please let me know our next steps and if you have any questions or concerns. I can be reached via phone at 315-663-8855 or via email at: edwardslandscapesny@gmail.com.

Thank you,

A handwritten signature in dark ink that reads 'David Edwards'.

David Edwards
Owner
Edwards Landscapes LLC



Edwards Landscapes

17 Parkwood Dr.
East Syracuse, NY 13057
(315) 663-8855

Billed To	Date	Proposal	Amount Due
Town of Manlius 301 Brooklea Drive Fayetteville, NY 13066	09/09/24		\$7,480.00

Maria Lenway: (315) 632-7308

Description	Price
Spring Cleanup: Clean all landscape beds and lawn areas from fallen twigs, tree branches and any other debris from the prior season. Remove all weeds and cut a fresh edge to a depth of 2"-3" around all landscape beds and tree circles. Prepare beds and trees for a 1" coating of brown mulch. Trimming and pruning of shrubs, small trees and flowering perennials shall be done as needed. The majority of pruning and trimming shall be done at the end of May or early June (see summer trimming). Removal of excessive mulch buildup to prevent the growth of fungus. Haul away all debris and excess mulch.	\$2,400.00
Summer Trimming: All shrubs and small trees shall be trimmed and pruned according to their growth habits and plant structure. See fall cleanup for flowering perennials. Haul away all debris.	\$1,760.00
Fall Cleanup: Removal of all fallen leaves, debris and litter from all landscape beds and lawn areas. Cut back all flowering perennials. Haul away all leaves, debris and litter.	\$1,360.00
Monthly Weeding: All landscape beds shall be weeded once per month (May-September). Haul away all debris.	\$1,360.00
Pickup, deliver and spread 6 yards of brown mulch.	\$600.00

Labor & Materials \$7,480.00
Tax Exempt

Total \$7,480.00

Deposit \$0.00

Amount Due \$7,480.00

Approved: _____

Date: _____

Print Name: _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1st day of January 2025, is by and between the TOWN OF MANLIUS, a New York State incorporated municipality with its offices at 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town") and Blu Line Accreditation Consulting, Inc., a New York State domestic business corporation with a business address of 207 Gulfbridge Road West Monroe, New York, 13167 ("Contractor").

RECITALS:

- A. The Town of Manlius Police Department ("TMPD") is accredited on a four-year basis by The Commission on Accreditation for Law Enforcement Agencies, Inc., ("CALEA"), and the New York State Law Enforcement Accreditation Council ("NYS").
- B. In the past, an employee of the TMPD provided all the necessary information, processing and paperwork to maintain CALEA and NYS accreditation;
- C. The TMPD has determined that using a full-time employee for such a role is not the best use of the resources of the Town;
- D. Contractor has demonstrated the requisite expertise and experience in the CALEA and NYS accreditation process;
- E. The Town desires to contract with Contractor to assist the TMPD's CALEA and NYS reaccreditation process under the terms and conditions set forth herein;

NOW THEREFORE, the parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree, as follows:

1. Purpose of Contract. The purpose is for the Town to contract with Contractor to provide information gathering and filing of all the necessary documents and paperwork to maintain the CALEA and NYS accreditation certification for the TMPD, including, but not limited to the following:

- Maintain and update paper and electronic CALEA and NYS accreditation files;
- Create and update the CALEA and NYS accreditation files in the Power DMS electronic records system;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements;
- Ensure that time sensitive reports required by CALEA and NYS accreditation are completed on time;
- Draft and forward policy and procedure changes to the Chief of Police for review ;
- Be responsible for continued compliance with CALEA and NYS accreditation standards;
- Serve as the TMPD accreditation liaison with other law enforcement agencies, the Commission on Accreditation of Law Enforcement Agencies, and the New York State Law Enforcement Accreditation Council;

- Provide weekly updates to the Chief of Police (or designee) on the status of the CALEA and NYS accreditation process.

2. Duties. Contractor shall devote approximately 64 hours per month to work with the TMPD and its command staff to maintain CALEA and NYS accreditation. The exact number of hours per month will be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain CALEA and NYS accreditation. Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in CALEA and NYS certification, and with appropriate care and diligence.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue until December 31, 2025, or until this Agreement is sooner terminated in accordance with the terms of this Agreement.

4. Compensation. For all the services to be rendered by Contractor hereunder, and in the performance of any other duties assigned to it by the Town, Contractor shall be paid forty dollars (\$40.00) per hour.

5. Independent Contractor. The parties to this agreement hereby acknowledge and state that Contractor shall not be an employee of the Town and that at all times it shall remain an independent contractor providing the services set forth in this agreement. Contractor shall not be entitled to any further benefits or compensation other than as set forth herein.

6. Termination. The Town may terminate this Agreement upon ten (10) days written notice in the event the Town, in its sole judgment, determines that the Contractor's services are no longer necessary or the Town determines, in its sole discretion and judgment, that Contractor is not performing its duties in a sufficient manner.

7. Indemnity. Contractor shall indemnify and hold harmless the town, including attorneys' fees, from any and all claims, actions, suits or other types of losses resulting from the performance of the Contractor within the scope of this Agreement.

8. Miscellaneous Provisions.

(a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

(b) This Agreement shall be construed and governed according to the laws of the State of New York.

(c) This Agreement is the entire agreement between the parties and may not be amended except in writing signed by both parties.

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

TOWN OF MANLIUS

By: _____

Name: John Deer

Title: Town Supervisor

Blu Line Accreditation Consulting, Inc.

By: Maureen C. Buckland

Name: Maureen C. Buckland

Title: Independent Contractor

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1st day of January 2025, is by and between the TOWN OF MANLIUS, a New York State incorporated municipality with its offices at 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town") and North Woods Services LLC ("Contractor"), a New York State limited liability company with a mailing address of 5256 Hoag Lane, Fayetteville, NY 13066.

RECITALS:

- A. The Town of Manlius Police Department ("TMPD") secures and stores items of property and evidence as a normal course of business. These items of property and evidence are then stored in designated, secured areas within the police department and limited personnel have access to these areas;
- B. Specific policy, procedure and law must be followed when securing, processing, storing, testing and disposing of the items of property and evidence. This includes the continuous and complete inventory of every item of property and evidence received and stored by the TMPD;
- C. In the past, several employees of the TMPD completed all of these duties;
- D. The TMPD has determined that using full-time employees for all of these roles is not the best use of the resources of the Town;
- E. Contractor has demonstrated the requisite expertise and experience in securing, cataloguing, storing and disposing of items of property and evidence;
- F. The Town desires to contract with Contractor to assist the TMPD with property and evidence room operations under the terms and conditions set forth herein;

NOW THEREFORE, the parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree, as follows:

1. Purpose of Contract. The purpose is for the Town to contract with Contractor to provide upkeep and maintenance of the Police Department property/evidence functions consistent with General Order #209, "Property Management." Duties shall include:

- Maintain and update paper and electronic property reports, logs and files;
- Create and maintain the BEAST electronic property records management system;
- Monitor property/evidence intake and manage appropriate purge functions;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements related to the property/evidence functions of the department;
- Review policy and procedure related to the property/evidence functions of the department and forward any recommended amendments to the Chief of Police for review;
- Be responsible for continued compliance with property/evidence procedures pursuant to State and Federal laws;

2. Minimum Hours. Contractor shall devote approximately twenty (20) hours per week to work in the TMPD property/evidence storage areas. The exact number of hours shall be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain the property/evidence areas and complete routine operations.

Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in Property Room management, and with appropriate care and diligence.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue until December 31, 2025, or until this Agreement is sooner terminated in accordance with the terms of this Agreement.

4. Compensation. For all the services to be rendered by Contractor hereunder, and in the performance of any other duties assigned to it by the Town, Contractor shall be paid thirty-eight dollars (\$38.00) per hour.

5. Independent Contractor. The parties to this agreement hereby acknowledge and state that Contractor shall not be an employee of the Town and that at all times it shall remain an independent contractor providing the services set forth in this agreement. Contractor shall not be entitled to any further benefits or compensation other than as set forth herein.

6. Termination. The Town may terminate this Agreement upon ten (10) days written notice in the event the Town, in its sole judgment, determines that the Contractor's services are no longer necessary or the Town determines, in its sole discretion and judgment, that Contractor is not performing its duties in a sufficient manner.

7. Indemnity. Contractor shall indemnify and hold harmless the town, including attorneys' fees, from any and all claims, actions, suits or other types of losses resulting from the performance of the Contractor within the scope of this Agreement.

8. Miscellaneous Provisions.

(a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

(b) This Agreement shall be construed and governed according to the laws of the State of New York.

(c) This Agreement is the entire agreement between the parties and may not be amended except in writing signed by both parties.

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

TOWN OF MANLIUS

By: _____

Name: John T. Deer

Title: Town Supervisor

North Woods Services LLC

By: RBW _____

Name: Rob B. Winter

Title: Property Clerk

12/18/24

Services Agreement

THIS AGREEMENT made as of the ____ day of January, 2025 (the "**Agreement**"), by and between the Town of Manlius Historical Society, a New York not-for-profit corporation with offices located in Manlius, New York (the "**Society**") and the Town of Manlius, a New York municipal corporation with offices in Manlius, New York (the "**Town**").

WHEREAS, the Society was founded in 1976 and has continued to provide valuable services to the Town since its inception; and

WHEREAS, the Society requires funding to continue to provide valuable services to the Town; and

WHEREAS, the Town deems such services provided by the Society to be beneficial to the Town and to the Town residents.

NOW THEREFORE, in consideration of the foregoing and the promises contained hereinafter, the parties hereto mutually agree as follows:

1. **Social Services.** The society shall undertake the following services for the benefit of the Town and the Town residents (collectively, the "**Services**"):
 - a. The Society shall continue to collect, preserve and interpret documents and memorabilia related to the history of the Town,
 - b. The Society shall continue to maintain a reference library of local history and genealogy research information, which shall be available to the public from time to time at hours posted by the Society,
 - c. The Society shall continue to maintain social media pages and a website containing Town history information for the general public,
 - d. The Society shall continue to engage in community programming, including, but not limited to: education programs and presentations to local schools, libraries, organizations; historically education lectures, classes and programs within the community including tours suitable for any age group; preservation programs; newsletters; and publications,
 - e. The Society shall continue to provide space, resources and assistance to the Town Historian as needed.
 - f. The Society shall assist the Town Historian in providing exhibits at Town Hall and other places throughout the Town.

2. **Town Funding.** In consideration for the Services, the Town shall pay \$8000 to the Society. The Town shall make such payment to the Society within thirty (30) days of the commencement of the Term of this Agreement.
3. **Term.** The term of this Agreement shall be from January 1, 2025 to December 31, 2025

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their representatives indicated below on the first day indicated above

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

**MANLIUS HISTORICAL
SOCIETY**

By: Linda Bailey

Name: Linda Bailey

Title: Director

Town of Manlius

Rules of Decorum at Public Meetings

This document establishes the procedural rules and decorum guidelines for Town of Manlius public Board meetings both in-person and virtual. The purpose of these rules is to allow for the orderly conduct of Town business that is convenient for the public, fair to all Board Members and, above all else, essential for open, transparent, and effective local governance.

Town Board meetings are required to be held in public for the purpose of allowing the public to observe the meetings. New York State law does not require that a Town Board set aside time at regular meetings for public comment, except for the case of public hearings. Public participation is the purpose of a public hearing, which is required prior to the adoption of a local law or ordinance and in other cases, as specified by law.

The Town Board believes that a public comment period should be scheduled for each meeting. However, it believes that it is important that all periods of public input – whether they are public hearings or a public comment period – should abide by a set of rules that are designed to ensure that good order and civility is maintained at meetings. The purpose of the public comment period is to discuss Town business only.

Personal attacks, personal accusations, irrelevant or unduly repetitious communications or other disruptive behaviors that actually disrupt, disturb or impede the orderly conduct of the business of the Board may, at the discretion of the Town Supervisor, incur a warning, recess of the meeting, or other appropriate actions, to allow the Board to resume the orderly conduct of Town business.

Individual problems, concerns or questions of the public should initially be addressed to the Town Supervisor's office, rather than be brought up at Town Board meetings. This will allow the Supervisor to gather the necessary information and /or personnel to address those concerns. If those concerns are not addressed to the satisfaction of the individual, then redress by the entire Town Board may be the next option.

In an effort to help the Town conduct efficient and productive meetings, the Town of Manlius adopted these rules on January 25, 2012, January 2, 2020, and June 23, 2021.

OPEN PODIUM /PUBLIC HEARING/PUBLIC INFORMATION MEETING

The Town Supervisor, or in their absence, the Deputy Town Supervisor, is the Chair of every Town Board meeting. As such it is the Town Supervisor's right and responsibility to direct meetings and make decisions that will, in their judgment, inure to the benefit of all those attending.

Except for the case of Public Hearings or special Public Information Meetings, the Open Podium portion of the meeting is the only time when comments will be permitted by the public, unless a person is otherwise recognized by the Town Supervisor. Residents may appear and participate, in-person or virtually.

Open Podium is an opportunity for the public to address Town business. Examples of Town business, include, but are not limited to: action items before the Town Board; information related to Town business and issues or concerns related to Town operations; and issues or concerns related to Town property or infrastructure.

Examples of things that are NOT Town business, include, but are not limited to: private property matters; Village, County, State or Federal issues that do not affect the Town and

litigated matters that have been settled to the Town's satisfaction. The Town Supervisor, as Chair of the meeting, shall determine if the matter being discussed is Town business. Each regular business meeting of the Board will include an Open Podium period, in which any citizen may make a statement regarding an item on a past, present or future Board open-session agenda, or a matter of general policy over which the Board has jurisdiction.

1. To the extent practical, 15 minutes will be set aside for Open Podium.
2. If appearing in person a speaker must complete a speaker slip if intending to speak. If appearing virtually a speaker must raise their hand and use the Q&A function to communicate their desire and reason to speak prior to the start of the meeting.
3. Comments shall be limited to three minutes per person. Total time allotted to public comment shall not exceed 15 minutes without the consent of the Town Supervisor.
4. Comments shall be directed to the Board as a whole, and not to individual members.
5. Comments shall be presented in a courteous manner, and not in a threatening or abusive manner.
6. It shall be the decision of the Town Supervisor if it is appropriate to respond to a question.
7. In the interest of allowing all viewpoints to be heard the Town Supervisor may ask speakers expressing similar viewpoints to elect one person from the group to speak on their behalf.
8. As time is limited, not all speakers may have a chance to speak, but they are welcomed to leave comments in writing at the meeting, attend a future meeting, or contact the Town, Town Supervisor, or Board Members via phone, meeting, or email beyond the meeting.
9. Discussion between speakers and attendees should be respectful. A speaker may disagree with or support prior speakers in comments directed to the Town Board.
10. In the case of a Public Hearing, and at the discretion of the Town Supervisor, speakers may be allowed to speak a second time once everyone has been allowed to speak once.
11. If, in the opinion of the Town Supervisor, comments by a member of the public during the Open Podium, Public Hearing, or Special Public Information Meeting are not related to Town business or in any other way violates these Rules, the Town Supervisor will notify the speaker to either re-direct their comments to Town business or otherwise follow the Rules. If the individual persists to violate these Rules, they will be asked to stop speaking. If after a final warning, the speaker refuses to step down, the Town Supervisor may have the person removed from the Town Board meeting room.

REGULAR TOWN BOARD AGENDA

While an agenda is not required, the Town Board believes, to the extent possible, an agenda should be prepared before a regularly scheduled meeting. The agenda is prepared by the Town Clerk by the Friday before the next regularly scheduled Town Board Meeting and should be provided and posted for the public by the close of business on the day prior to the Town Board Meeting.

TOWN BOARD

1. Town Board members must be recognized by the Town Supervisor before making motions and speaking.
2. A member, once recognized, shall not be interrupted when speaking unless to call the member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question of order is determined, and, if in order, such member shall be permitted to proceed.
3. There is no limit on the number of times a member may speak on a question.
4. A member may, with permission of the Town Supervisor, interrupt a speaker during their remarks, but only for the purpose of clarification and information.
5. All members shall refrain from personal attacks, personal accusations, irrelevant or unduly repetitious communications or other disruptive behaviors that actually disrupt, disturb or impede the orderly conduct of the business of the Board.
6. Town Board members may participate virtually but, must have their audio and video on throughout the meeting so that votes may be properly recorded. In the event there is a technical failure, and a Town Board member disconnects from the meeting the time of that disconnection will be recorded along with the time of re-entry. Any votes taken while the Town Board member does not have audio or video will be recorded as a No Vote Taken.

Nothing contained herein shall be construed to limit the rights and responsibilities of a Town Board to conduct meeting under the Laws of the State of New York and the United States of America. Through these rules, it is the intent of the Town Board to offer general guidelines that may make attending Town Board meetings convenient for the public, fair to all Board Members and, above all else, essential for open, transparent and effective local governance.

VIRTUAL MEETING PARTICIPATION

1. All of the above rules regarding meeting participation apply to virtual meeting participants. Activities that disrupt, delay or otherwise interfere with the meeting are prohibited.
2. If, in the opinion of the Town Supervisor, comments by a member of the public during the Open Podium, Public Hearing, or Special Public Information Meeting are not related to Town business or in any other way violates these Rules, the Town Supervisor will notify the speaker to either re-direct their comments to Town business or otherwise follow the Rules. This applies to comments made in the Zoom Q&A and comments made while using audio and/or video. If the individual persists to violate these Rules, they will be asked to stop speaking. If after a final warning, the speaker refuses to step down or continues to submit prohibited comments, the Town Supervisor may direct the Town Clerk or

individual administrating the Zoom meeting to remove the individual from the meeting, disable video or mute the individual.

3. Each person shall register to speak at the meeting using that person's real name. Any person believed to be using a pseudonym will not be permitted to speak at the meeting and will not be recorded into the official minutes. When called upon to speak during a public hearing, individuals should state their name and address for the record.

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 and 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-greeny-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.

Holidays		
Wednesday	1/1/2025	New Years Day
Monday	1/20/2025	Martin Luther King Day
Monday	2/17/2025	Presidents Day
Friday	4/18/2025	Good Friday (1/2) Day
Monday	5/26/2025	Memorial Day
Thursday	6/19/2025	Juneteenth
Friday	7/4/2025	Independence Day
Monday	9/1/2025	Labor Day
Monday	10/13/2025	Columbus/Indigenous Peoples Day
Tuesday	11/11/2025	Veterans Day
Thursday	11/27/2025	Thanksgiving Day
Friday	11/28/2025	Day after Thanksgiving
Thursday	12/25/2025	Christmas Day

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

Last Updated: 01/02/25

2025 Department Liaisons

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

Last Updated: 12/30/2024

2025 Village Liaisons

Village of Minoa

Village of Manlius

Village of Fayetteville

William Nicholson

Alissa Italiano

Sara Bollinger

Board Meeting Days			
January 8, 2025	April 9, 2025	July 9, 2025	October 8, 2025
January 22, 2025	April 23, 2025	July 23, 2025	October 22, 2025
February 12, 2025	May 14, 2025	August 13, 2025	November 5, 2025
February 26, 2025	May 28, 2025	August 27, 2025	November 19, 2025
March 12, 2025	June 11, 2025	September 10, 2025	December 3, 2025
March 26, 2025	June 25, 2025	September 24, 2025	December 17, 2025

Investment Policy for the Town of Manlius

I. Scope

This Investment Policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

II. Objectives

The primary objectives of the Town's investment activities are, in priority order:

- to conform with all applicable federal, state, and other legal requirements (legal)
- to adequately safeguard principal (safety).
- to provide sufficient liquidity to meet all operating requirements (liquidity) and
- to obtain a reasonable rate of return (yield).

III. Delegation of Authority

The governing board's responsibility for administration of the Investment Policy is delegated to the Chief Financial Officer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base of records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodian of the public trust and shall avoid any transaction that might impair public confidence in the Town of Manlius to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. Diversification

It is the policy of the Town of Manlius to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. Internal Controls

It is the policy of the Town of Manlius for all moneys collected by any officer or employee of the Town to transfer those funds to the Chief Financial Officer as soon as practicable but in no case later than five (5) business days from deposit, or within the time period specified in law, whatever is shorter.

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly and are managed in compliance with applicable laws and regulations.

VII. Designation of Depositories

The banks and trust companies authorized for the deposit of moneys up to the following maximum amounts are:

<u>Depository Name</u>	<u>Maximum Amount</u>	<u>Officer</u>
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M&T Bank		
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VIII. Collateralizing of Deposits

In accordance with the provisions of General Municipal Law Section 10, all deposits of the Town of Manlius, including certificates of deposit and special time deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by a pledge of “eligible securities” with an aggregate “market value”, or provided by General Municipal Law, Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

IX. Safekeeping and Collateralization

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure the Town of Manlius’ deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the Town of Manlius to exercise its rights against the pledged securities. If the securities are not registered or inscribed in the name of the Town of Manlius, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Manlius or its custodial bank.

The custodial agreement shall provide that the securities held by the bank or trust company, or agent of and custodian for, the Town of Manlius, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposits or other liabilities.

The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such an agreement shall include all provisions necessary to provide the Town of Manlius with a perfected interest in the securities.

X. Permitted Investments

As authorized by General Municipal Law, Section 11, the Town of Manlius authorizes the Chief Financial Officer to invest moneys not required for immediate expenditure for terms not to exceed it projected cash flow needs in the following types of investments:

- Special time Deposit accounts.
- Certificates of deposit.
- Obligations of the United States of America.
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America.
- Obligations of the State of New York.
- Obligations issues pursuant to LFL Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Manlius.

- Obligations of the Town of Manlius, but only with any monies in a reserve fund established pursuant to GML, Section 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Manlius within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Manlius within two years of the date of purchase.

XI. Authorized Financial Institutions and Dealers

The Town of Manlius shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits on the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the Town of Manlius conducts business must be creditworthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town of Manlius. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers.

The Chief Financial Officer is responsible for evaluating the financial positions and maintaining a listing of proposed depositories, trading partners and custodians. Such a listing shall be evaluated at least annually.

XII. Purchase of Investments

The Chief Financial Officer is authorized to contract for the purchase of investments:

- Directly, including through a repurchase agreement, from an authorized trading partner.
- By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
- By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the Town of Manlius, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Manlius by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide those securities held by the bank or trust company, as agent of and custodian for, the Town of Manlius, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such an agreement shall include all provisions necessary to provide the Town of Manlius with a perfected interest in the securities.

XIII. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.

- Obligations shall be limited to obligations of the United States of America and obligations of agencies of the United States of America where principal and interest are guaranteed by the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

Appendix A

- (1) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation of obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- (2) Obligations issued or fully insured or guaranteed by this state, obligations issued by a municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which, under a specific state statute, may be accepted as security for deposit or public moneys.
- (3) Zero coupon obligations of the United States government marketed as "Treasury Strips".
- (4) Obligations partially insured or guaranteed by an agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

Banks

M&T Bank

NY Class

Investments – Savings & Certificate of Deposit

A model investment policy was adopted 4/23/2024

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

TOWN OF Manlius
COUNTY OF Onondaga

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of \$ 2,667,709 may be expended for general repairs upon (ALL) 111.45 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. **IMPROVEMENTS.** The following sums shall be set aside to be expended for the improvement of town highways:

(a) On the road commencing at _____
And leading to _____, a distance of _____ miles,
There shall be expended not over the sum of \$ _____
Type _____ Width of traveled surface _____
Thickness _____ Subbase _____

(b) On the road commencing at _____
and leading to _____, a distance of _____ miles,
There shall be expended not over the sum of \$ _____
Type _____ Width of traveled surface _____
Thickness _____ Subbase _____

No moneys set aside for such improvements shall be expended, nor shall any work be undertaken on such improvements until the County Superintendent approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the County Superintendent of Highways.

Executed in duplicate this 1st day of January, 2025.

Supervisor

Deputy Supervisor

Town Council Person

Town Council Person

Town Council Person

Town Council Person

Town Council Person

Town Council Person

Town Council Person

Town Council Person

The foregoing Agreement is hereby approved this _____
day of January, 2025.

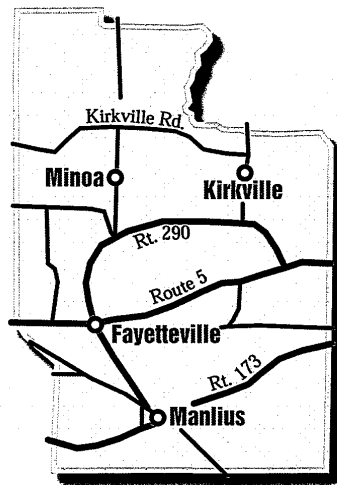


Town Highway Superintendent

County Superintendent of Highways

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. **COPIES DO NOT HAVE TO BE FILED IN ALBANY.**

TOWN OF MANLIUS, N.Y.
HIGHWAY SPECIFICATIONS



TOWN OF MANLIUS – HIGHWAY SPECIFICATIONS

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1. Highway Construction Agreement with Exhibits
Importing Clean Fill
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3. Plans
SD1 Typical Road
SD2 Typical Road with Catch Basin
SD3 Standard Catch Basin
SD4 Temporary Paved Turn Around &
Easement
4. Guidelines for Execution of Highway Agreement
5. Consent to Lay out a Highway

HIGHWAY CONSTRUCTION AGREEMENT TOWN OF MANLIUS

THIS AGREEMENT, made this _____ day of _____, 20____
by and between _____ hereafter called the Developer and
the Town of Manlius, in the County of Onondaga, State of New York, hereinafter called the
Town:

W I T N E S S E T H:

WHEREAS, a deed to certain land for STREET PURPOSES has been offered by the
Developer to the Town, dated the _____ day of _____, 20____ and

WHEREAS, the Town Board of the Town is willing to accept said deed subject to the
execution of this agreement, and subject to the approval of the Town Attorney;

NOW, THEREFORE, in consideration of the acceptance of said deed, the acceptance and
opening of said streets and consideration of their mutual promises, it is hereby agreed by the
parties hereto as follows:

Section 1. GENERAL PROVISIONS:

a. That the name or names of the said street or streets and the length of each, respectively,
are as follows:

NAME	LENGTH	X (\$)	SECURITY REQUIRED
TOTALS			

b. That the Developer shall perform and complete the grading, draining, graveling,
surfacing and construction of the streets above named in accordance with Town specifications on
the land described and conveyed in the above-mentioned deed.

c. That the Developer shall maintain said streets in a safe condition and in good repair until
the Town Board shall have adopted and resolution accepting and opening said streets.

d. That the Developer shall immediately make any repairs deemed necessary by the Town
Highway Superintendent upon written notification thereof.

e. Unless otherwise provided, the Developer agrees to offer for dedication to the Town with
the completed road all sewer; water detention basins; swales; and drainage lines located in the
road right-of-way and other rights-of-way as shown on final subdivision plans. Where drainage
easements encumber in excess of 50% of the entire area of a lot, the Developer agrees to offer
the entire lot area for dedication to the Town. The Town may in its sole discretion accept or
reject all or any portion of such areas offered for dedication.

Road dedicated to Town on: _____

f. That the grading; draining; graveling; surfacing; and construction of said streets, the
grading of lands adjacent to said utilities and services including all manholes, catch basins,
drains, detention basins, swales, valve boxes, curb boxes, hydrants and appurtenances installed
by the Developer shall not deviate from, and shall conform exactly to the Final Subdivision Plans
and amendments thereto as approved by the Planning Board; that all of the foregoing shall be
performed and constructed in such manner that all will function properly and that the Developer
shall be solely responsible for the proper functioning thereof and hereby assumes such
responsibility.

g. Developer shall submit a letter by a licensed surveyor certifying that all monuments have been installed as shown on the Final Subdivision Plan.

h. That in the event that it becomes necessary to make any change from the Final Subdivision Plan in order to secure the proper functioning of any items specified or otherwise, no change shall be made or attempted until after having obtained approval in writing by the Planning Board of an amendment to the Final Subdivision Plan accordingly.

Plans amended on: _____

i. That no utility or service or any part or appurtenance thereof including manholes, catch basins, valve boxes, curb boxes, hydrants, and drains shall be raised, lowered or otherwise changed, altered or moved except after the Developer has given to the Town Engineer a copy of such approved amendment at least 48 hours before the work is scheduled to be performed and except upon attendance and complete supervision by the Town Engineer of the performance of the work under such amendment; that in the performance of the work under such amendment the Developer will comply with all additional orders made or issued by the said Town Engineer.

j. That the burden of applying for and obtaining approval of amendments to the Final Subdivision Plan and of obtaining all other approvals, permits and consents shall rest solely upon the Developer.

k. That the Developer shall perform and furnish all work, labor and services and shall furnish and supply all materials to carry out all provisions of this agreement at its sole cost and expense.

l. The Developer shall file a completely executed "Certificate of Completion", *indicating the road is ready to enter into its 1(one) year provisional period*, signed by Highway

Superintendent on _____ and filed with the Town Clerk of the Town on or before the _____ day of _____, 20____

m. No materials or supplies for the work shall be purchased by the Developer or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Developer warrants that he has good title to all materials and supplies used by him in the work free of any liens. Nothing in this agreement shall be considered as vesting in the Developer any right of property in the materials used, after they have been attached or incorporated in the work or in the soil but all such materials shall upon being so attached or incorporated become the property of the Town.

n. During the Highway Construction Phase, the Developer shall provide the Highway Superintendent with copies of all asphalt delivery tickets on any asphalt paving done on the roads within the boundaries of the Highway Agreement. The ticket information will be used to ascertain that minimum yield requirements are being met. A description of the placement boundaries, i.e., station location, areas, etc. is also required. These requirements must be met before the Certificate of Completion will be issued.

o. Upon completion of binder coat and construction of all utilities, of which will require approval of the Town Engineer and Highway Superintendent, the Developer shall be eligible for a 50% reduction in security held by the Town.

p. That upon completion of construction, the Developer shall furnish and cause to be filed in the office of the Town Clerk and in the office of the Town Highway Superintendent a "Certificate of Completion" made and signed by the Town Highway Superintendent on the form attached hereto marked "Exhibit A" (*provisional*) certifying that all work required to be performed under this agreement has been performed fully in accordance with this agreement. This certificate may be completed and filed only when ALL work required by the Highway Construction Agreement, including placement of the binder and topcoat, is completed within 1 year of each other and is satisfactory to the Highway Superintendent. The guarantee period under the Highway Construction Agreement does not begin until this "Certificate of Completion" is filed by the Developer with the Town Clerk of the Town. Once the "Certificate of completion" is filed, the Developer is eligible for a 95% reduction in security. The balance of 5% shall be retained by the Town as security for 1 year, which can be used to repair any defects during that period.

Date of 95% reduction _____

Date of topcoat: _____

q. The Developer hereby guarantees all the work and materials furnished under this agreement against defects in workmanship or materials for a period of one year following the date of filing of the Certificate of Completion in the Town Clerk's Office. Under this guarantee, the Developer agrees to make good, without delay, at its sole cost and expense, any project defect due to faulty materials, construction or installation.

r. At the expiration of one year from the date of filing of the Certificate of Completion in the Town Clerk's Office, the Town Highway Superintendent shall make an inspection of all construction under this agreement. The Town Highway Superintendent shall notify the Developer of all defects and of all work required to be performed under the guarantee provisions of this agreement.

s. The Developer shall forthwith correct such defects and perform all other work required to be performed under the guarantee provisions.

t. When the inspection by the Town Highway Superintendent confirms that all work required to be performed under this agreement has been performed satisfactorily and that all defects have been corrected and all work under the guarantee provisions has been performed satisfactorily, the Town Highway Superintendent shall file in the Town Clerk's Office a Release of Guarantee of Highways using the form attached hereto, marked "Exhibit B".

u. Thereafter the Developer shall furnish and file in the Office of the Town Clerk an Affidavit showing that there are no liens or claims affected the work under this agreement using the form attached hereto marked "Exhibit C".

v. Upon the filing in the Town Clerk's Office of the Release of Guarantee of Highways together with the Affidavit of No. Liens, the Town Board shall consider the adoption of a resolution accepting and opening said highways.

w. The Developer acknowledges that Section 127-10(C) and 127-34(E) (6) of the Code of the Town of Manlius, New York impose certain fees and costs payable to the Town in connection with the subdivision of land.

Section 2. INSURANCE REQUIREMENTS:

a. The Developer shall furnish to the Town Clerk

One ORIGINAL POLICY OF Insurance OR one CERTIFIED COPY OF THE ORIGINAL Policy of Insurance for each of the several kinds of insurance specified in paragraph "b" of this Section. All of such policies shall be delivered to the office of the **Town Attorneys, Town of Manlius at 301 Brooklea Drive, Fayetteville New York 13066.** The Developer shall procure and maintain at his expense without expense to the Town all of the insurance required herein. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer, his subcontractors and the Town from any and all liability for claims which arise from operations under the contract.

b. The kinds and amounts of insurance required are as follows:

- (1) Workmen's Compensation Insurance. A policy covering the obligations of the Developer in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workmen's Compensation Law, covering all operations under the agreement, whether performed by the Developer or by his subcontractor.

The Developer shall keep insured during the life of this agreement such employees in compliance with the provisions of the Workmen's Compensation Law (State Finance Law, Section 142). **The life of this agreement shall expire upon the acceptance and opening of the streets by Resolution of the Town Board of the Town of Manlius Liability Insurance.**

Policy or policies naming the Developer as the insured, except as otherwise provided below, shall be furnished as follows:

Coverage	Limits of Liability	
	Bodily Injury	Property Damage
Contractor's Public Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Contractor's Protective Public Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Contractual Liability Insurance Insuring Developer (*See Below)	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Completed Operations Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Automobile Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Owner's Protective Liability Insurance Insuring Town of Manlius (†**See Below)	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Owner's Landlord's and Tenant's Liability Insurance Insuring Town of Manlius (‡***See Below)	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000

All of the above coverage shall remain in effect until adoption of a resolution by the Town Board accepting and opening all of the streets to be constructed under this agreement.

- c. The Developer, at its sole cost and expense, shall provide Title Insurance on all roads offered for dedication to the Town, the principal amount of said insurance to be fixed by the Attorney for the Town in the exercise of his discretion.

Section 3. SECURITY

The Developer shall deposit the sum of \$_____ cash or equivalent with the Town Supervisor as security for the faithful performance of all the terms of this Agreement. Such security shall be determined by the Town Engineer and Highway Superintendent based on the length, width and depth for binder cost of material and construction cost to build the road (labor, material and equipment). If the Developer does not carry out the terms of Section 1 of this agreement, the Town may perform, or cause to be performed, all of this agreement and may apply all or any part of such security in reimbursement of the costs incurred thereby. The amount of reimbursement deemed necessary to cover the cost of such work shall be determined solely by the Town Board of the Town. Upon the adoption by the Town Board of the Town of a resolution accepting and opening all the streets to be constructed under this agreement, the Town Supervisor shall release and deliver up the security furnished upon this Section 3 less such sums as may have been expended hereunder.

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

(SEAL)

(DATE) _____

Developer Signature

Print Name

*The Developer shall indemnify and defend the Town against liability for claims, demands, loss, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it arising out of or resulting from or on account of the work provided in this agreement, and shall hold the Town harmless there from.

†** Shall cover liability for damages imposed by law upon the Town with respect to all operations under the agreement performed by Developer and by all subcontractors.

‡*** Shall cover liability for damages imposed by law upon the Town and the Town Highway Superintendent, and all employees of the Town both officially and personally, with respect to temporarily opening to vehicular traffic any portion of the Town streets under this agreement.

(DATE) _____

Supervisor Signature

Print Name

(TOWN SEAL)

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

On the ____ day of ____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A

CERTIFICATE OF COMPLETION****

I, the undersigned, the Highway Superintendent of the Town of Manlius, do hereby certify that I have examined the Highway Construction Agreement, including Exhibits A through C being part of said Agreement, dated _____, 20____, between

_____ and the Town of Manlius for construction of said highways in the _____ Tract in the Town of Manlius.

I further certify that I have inspected or caused to be inspected all of the work required to be performed fully in accordance with said Agreement and that all the work required to be performed under said Agreement has been fully performed.

Dated: _____, 20____.

Highway Superintendent Signature

Print Name

****This Certificate may be completed and filed only when all work required by the Highway Construction Agreement, including placement of the topcoat, is complete and satisfactory to the Highway Superintendent. The guarantee period under the Highway Construction Agreement does not begin until this Certificate of Completion is filed by the Developer with the Town Clerk of the Town of Manlius.

EXHIBIT B**RELEASE OF GUARANTEE**

I, the undersigned, the Highway Superintendent of the Town of Manlius, do hereby certify that I have examined the Highway Construction Agreement including Exhibits A through C being a part of said Agreement dated _____, 20____ between _____ and the Town of Manlius for construction of highways in the _____ Tract in the Town of Manlius; that I have inspected or caused to be inspected all work required to be performed under said agreement, including all work, if any, performed under the guarantee provisions of this agreement; that all work performed has been fully in accordance with said agreement; that all the work required to be performed under said agreement has been fully performed; and, that all defects have been corrected and all work under the guarantee provisions has been satisfactorily performed or, that my inspection discovered no defects and thus no work was required under the guarantee provisions of the agreement.

Dated: _____, 20____.

Highway Superintendent Signature

Print Name

EXHIBIT C
AFFIDAVIT OF NO LIENS

STATE OF NEW YORK)
) ss.:
 COUNTY OF _____)

_____, being duly sworn, deposes and says:

1. That I reside at _____, New York.
2. That I am the _____ of _____, the corporation, and (the person, one of the persons) described as the Developer in a certain agreement with the Town of Manlius for the construction of highways in the _____ Tract in said Town of Manlius, which agreement bears the date of _____, 20_____.
3. That the claims of all subcontractors, material men, laborers and all other persons and parties furnishing labor, equipment and materials with respect to the above-mentioned contract have been paid in full and satisfied.
4. That this affidavit is made for the purpose of furnishing evidence to the Town of Manlius as to the satisfaction of all claims against the Developer relating to or arising out of the furnishing of labor, equipment or materials in connection with the work to be performed thereunder; and is made with the intent that the Town of Manlius rely hereon and in order to induce the said Town to accept and open the highway(s) described in said agreement, and for all the intents and purposes specified in Article 3-A of the Lien Law and Article 155 of the Penal Law of the State of New York.

Developer Signature

Print Name

Subscribed to and sworn to before me
 this _____ day of _____, 20_____

SEAL

 Notary Public

**Importing Clean Fill into lands
to be dedicated to the
Town of Manlius, New York**

Developer:

Only the following clean fill material shall be brought into lands to be dedicated to the Town of Manlius, New York listed in Section A below:

Allowed Material:

Recognizable uncontaminated soil or rock that has not been in contact with a spill from a petroleum product, hazardous waste, or industrial waste, and that is not comingled with any other solid waste. NO CONCRETE, DEBRIS, PIPES, STUMPS, OR BRUSH ALLOWED

Assurance of No Contamination:

The company or contractor bringing material into lands to be dedicated to the Town of Manlius, New York is solely responsible for ensuring that the material imported is not contaminated with substances above applicable limits set by NYSDEC and/or the U.S. Environmental Protection Agency. The company or contractor shall submit in writing all appropriate documentation stating that all imported materials are free of contamination.

Site personnel involved with the excavation project will participate in a briefing session concerning the plan and the need to be vigilant during the excavation process so that there is no material which appears to be out of character with the surrounding soils, with attributes such as staining, odors, oily substances or the presence of apparent contaminants of unknown composition or origin. The contractor or company shall be responsible for the removal and cleanup of any material not considered clean fill as described above. Any necessary cleanup activities and/or consequential costs, monetary fines and other damages to the Town of Manlius will be paid by the contractor.

Section A

Contractor, Construction Project Name, and Location where clean fill is being brought from

Contractor/Company Name: _____

Contractor's Address/Phone: _____

Name of Project: _____

County/Town/Village: _____

Project Location/Address: _____

The company and/or contractor represents and warrants that the material being brought onto the Town's land or easement does not contain any contamination as set forth above.

The company and/or contractor hereby agrees to defend, indemnify and hold the Town harmless for any breach of violation of this agreement:

Print Name

Representative's Signature

Authorized Contractor's Representative

This signed from must be returned to the Town of Manlius **before** any clean fill in imported.

entrances to private driveways, and driveway culverts shall be installed when directed by the Highway Superintendent. Catch basins shall be installed along the gutter at 400 foot intervals or less when considered necessary by the Highway Superintendent and/or the Town Engineer.

1. Storm sewers for residential subdivisions shall be designed based a 10 year frequency and as outlined by current NYSDEC rules and regulations. Special structures and facilities such as detention basins may be required by the Town Engineer when conditions warrant.
2. Finish grade of all lot corners must be indicated on the final plan. Rough grading of individual lots shall be within 6" of the indicated finish elevation. Building permits will not be issued until this has been accomplished.
3. Requirements as mandated by all regulatory agencies in addition to those of the Town must be complied with. All necessary permits must be obtained by the Developer.

E. UTILITIES

All utilities shall be located within the road right-of-way of the Town of Manlius wherever possible. Easements containing utilities and ditches outside the right-of-way must be properly described and will be subject to approval by the Town Planning Board. All utilities, including laterals, to be installed before construction of the sub-base course.

F. HIGHWAY AGREEMENT GUARANTEE

A certified check, bond, or other security acceptable to the Town in the amount agreed upon with the Highway Superintendent, as to the value of the work to be performed by the developer, shall be deposited with the Town Clerk of the Town of Manlius before any building permit is issued, to insure completion as to time and specifications. This deposit shall be returned at the time of satisfactory completion of the work as indicated by the Highway Superintendent.

A certified check, bond, or other security acceptable to the Town in the amount of 5% for the roadway construction cost will be offered as a retainer for a period of one year after final acceptance of the road by the Highway Superintendent as a guarantee against any repairs within that period.

G. SIGNAGE

All proposed traffic control and street identification signage shall be submitted with final engineering drawings for review and approval by the Highway Superintendent and shall be completed in accordance with the New York State Manual of Uniform Traffic Control Devices, latest edition.

4. ROUGH GRADING OF ROADS

A. GENERAL

The Developer shall remove all rock, earth and other material required by the plans for the full width of the roadway. He shall dispose of this material as required.

Earth embankments shall be constructed to established lines and grades for the full width of the roadway at the location shown on the plans. Embankment material shall be natural soil, free from excessive moisture, frost, stumps, tree roots, sod, muck, marl, vegetation or other unsuitable material.

Where embankments are to be placed underwater, only acceptable granular material shall be used with prior approval of NYSDEC and the U.S. Army Corps of Engineers. All materials shall be suitable for compaction in layers not exceeding eight inches in thickness and shall remain stable when wet.

B. STRIPPING

1. DEFINITIONS

DEVELOPER'S ENGINEER: Refers to the Professional Engineer employed by the developer to supervise the work of the Developer and thereafter certify to the Town that the items of work constructed by the Developer are built in accordance with the Approved Plans. At completion of all work, a complete set of "As-Built" drawings shall be submitted to the Town. This set of drawings shall be certified as being correct by the Developer's Engineer.

TOWN ENGINEER: Is that person or firm employed or retained by the Town to represent and/or advise the Town in all matters of an engineering nature.

HIGHWAY SUPERINTENDENT: Refers to the Superintendent of Highways employed by the Town.

DEVELOPER: Is that person, company or corporation that is the owner of the lands as shown on the final approved subdivision plan. The Developer will be responsible for full compliance to these specifications as well as any existing subdivision and zoning regulations of the Town of Manlius. The Developer will require any Contractor employed by him to perform the construction work to comply with the above mentioned specifications and regulations.

ROADWAY: Is that portion of the right-of-way that is disturbed for purposes of constructing the road section including pavement, gutter, ditches and back slopes.

2. PLANS

Plans showing original ground elevations and finished grades, centerline profiles, typical cross-section and proposed drainage facilities shall be submitted to the Town Board and the Highway Superintendent before final approval can be given. No construction shall be commenced until such approval has been given.

3. STANDARDS (see Town Subdivision Regulations Chapter 127)**A. GRADES**

The road grade shall not be less than 1.0% nor more than 7% for minor roads and 5% for cul-de-sacs and hammerhead turn arounds unless otherwise approved by the Highway Superintendent. The road grade at intersections shall not exceed 3% for a distance of 100 feet in any direction from the point of intersection.

B. RIGHT-OF-WAY

The right-of-way deeded to the Town shall not be less than 60 feet in width and with a 60 foot radius at the cul-de-sac -turn-arounds. The back slope from the edge of the roadway to the right-of-way shall not exceed 5% wherever practical and shall be graded to conform in general with the road grade.

C. CURVES

The horizontal curve shall not exceed a minimum radius of 150 feet on minor streets and cul-de-sacs. Longer radii are required for major streets as stated in the subdivision regulations.

D. DRAINAGE

The pattern of drainage shall be included in all road plans. This plan to clearly indicate: The direction of flow of all surface water; 2) the location, size and type of drainage structure; and 3) Notation as to final point of discharge of the surface water. No storm drains shall be less than 12 inches in diameter. Developers must make suitable

Prior to the commencement of excavation of fill, stripping shall be conducted to remove all topsoil, roots, organic matter, rubbish or other debris for the full width of the pavement and adjacent disturbed land.

Usable topsoil from stripping may be stockpiled for future use at approved locations outside the limits of the road right-of-way. All work to be completed under current SPDES permit conditions of the Town of Manlius

C. MATERIALS TO BE USED

If there is not sufficient excavated material of a suitable quality at the site to complete the embankment, subgrades and backfilling to the required lines and grade, the Developer shall borrow the necessary additional materials. The source and acceptability of the borrow material shall be subject to approval of the Town Engineer or the Highway Superintendent.

The Developer shall request approval of proposed borrow areas at least five days before taking any material from such areas. All test pits, explorations and laboratory tests required by the Highway Superintendent or Town Engineer shall be done by the developer at his own expense.

D. PLACING

In general, embankment materials shall be placed in horizontal layers not exceeding eight inches in thickness measured prior to compaction. Stones, if any, shall not exceed four inches in greatest dimension and shall be well distributed through the mass. Each layer of embankment material shall be roughly tamped or rolled to the required degree of compaction at optimum moisture content by sheepsfoot or pneumatic rollers, mechanical tampers or vibrators. Successive layers shall not be placed until the layer under construction has been thoroughly compacted. Trucks or other heavy equipment shall not be operated over pipelines until a minimum of 18 inches of backfill above the crown of the pipe has been placed and properly compacted.

E. COMPACTION CONTROL

Embankment shall have a minimum dry density of 95 percent of the maximum dry weight density in pounds per cubic foot as determined by the AASHO standard density test or the Proctor compaction test. Compaction tests shall be performed on a daily basis or as may be deemed necessary by the Highway Superintendent or the Town Engineer. Such tests shall be performed by qualified laboratory personnel at the Developer's expense. When the test results indicate that insufficient compaction has been obtained in any layer, the Developer shall take such action as the Highway Superintendent or the Town Engineer may direct to modify or alter the moisture content of the soil, to provide additional compaction or otherwise to increase the in-place soil density.

5. PREPERATION OF SUBGRADE

The Developer shall prepare the subgrade to receive the pavement in conformity with the lines and grades as shown on the plans. Before the sub-base course material is placed upon the subgrade, it shall be shaped to line and grade and compacted with an approved self-propelled roller weighing not less than 10 tons. All hollows and depressions which develop under rolling shall be filled with acceptable granular material and shall again be rolled. Granular materials used to fill depressions shall consist of approved hard, durable particles 100% of which shall pass a ½ inch sieve and not more than 5% of which shall pass No. 200 sieve. This process of shaping and rolling and filling shall be repeated until no depressions develop. The subgrade shall not be muddy or otherwise unsatisfactory when the sub-based material is placed upon it. If soft spots develop during the rolling, the material shall be removed and replaced with acceptable granular material above.

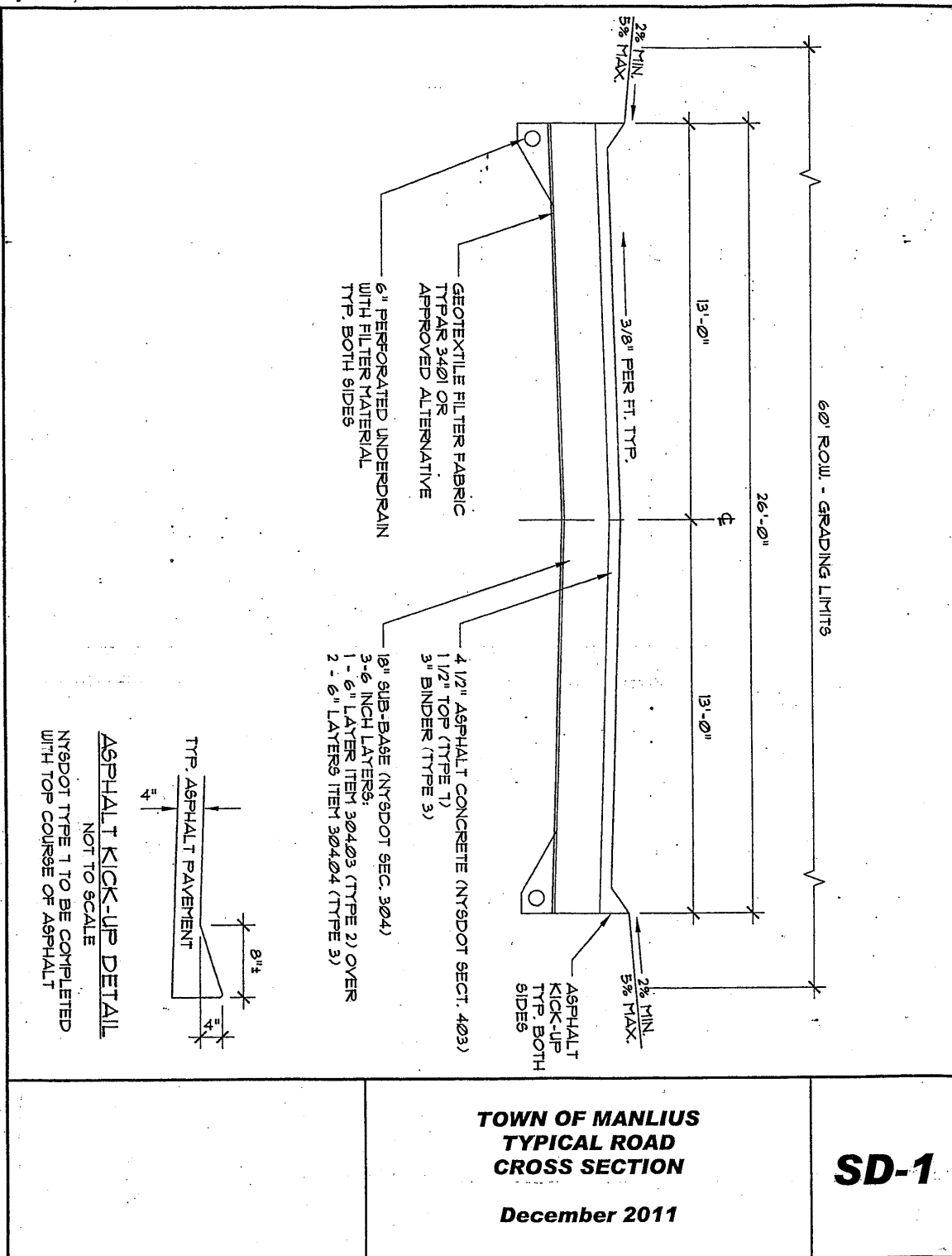
6. ROAD CONSTRUCTION

Details of road construction shall be as shown on the attached drawings titled Residential Road Specifications, Town of Manlius.

1. SD-1 Typical Road Cross Section
2. SD-2 Typical Road Cross Section with Catch Basin Location
3. SD-3 Standard Catch Basin
4. SD-4 Temporary Paved Turn Around and Easement

7. SPECIAL CONDITIONS

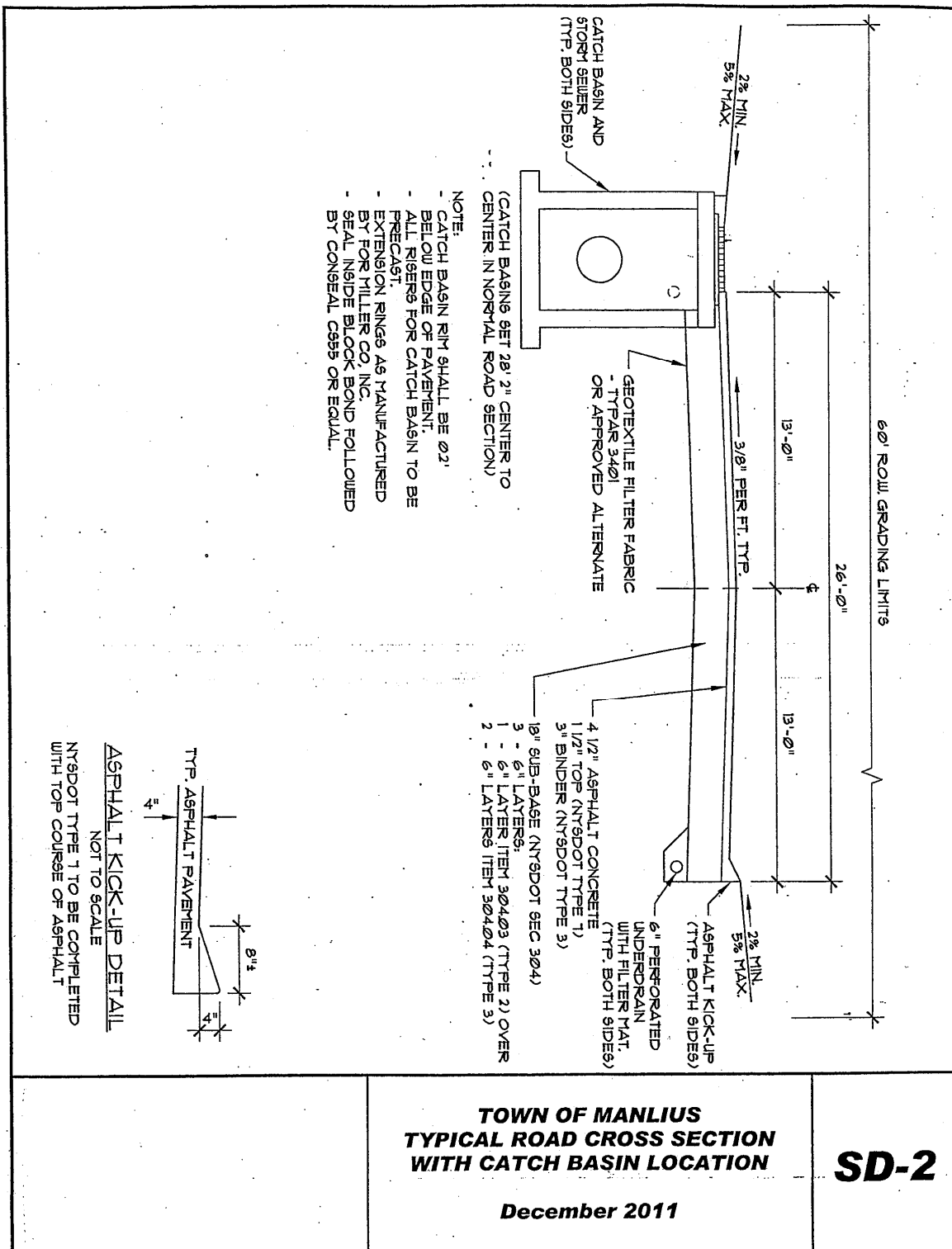
- a. Rough Grading must be completed before the construction of utilities is commenced.
- b. The Subgrade must be inspected and approved by the Highway Superintendent before the Sub-base Course is placed.
- c. The Sub-base Course must be inspected and approved by the Highway Superintendent before the Binder Course is placed.
- d. The Top Course of asphalt pavement shall not be placed until permission is obtained from the Highway Superintendent.
- e. No certificate of occupancy for houses constructed on new roads will be issued until the road construction is completed and necessary approvals obtained. Approval to be obtained from the Highway Superintendent. A letter of Certification by the Developer's Engineer will be required under circumstances where the Highway Superintendent has not inspected and approved the construction procedures outlined above.



**TOWN OF MANLIUS
TYPICAL ROAD
CROSS SECTION**

December 2011

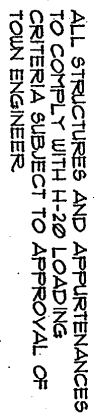
SD-1



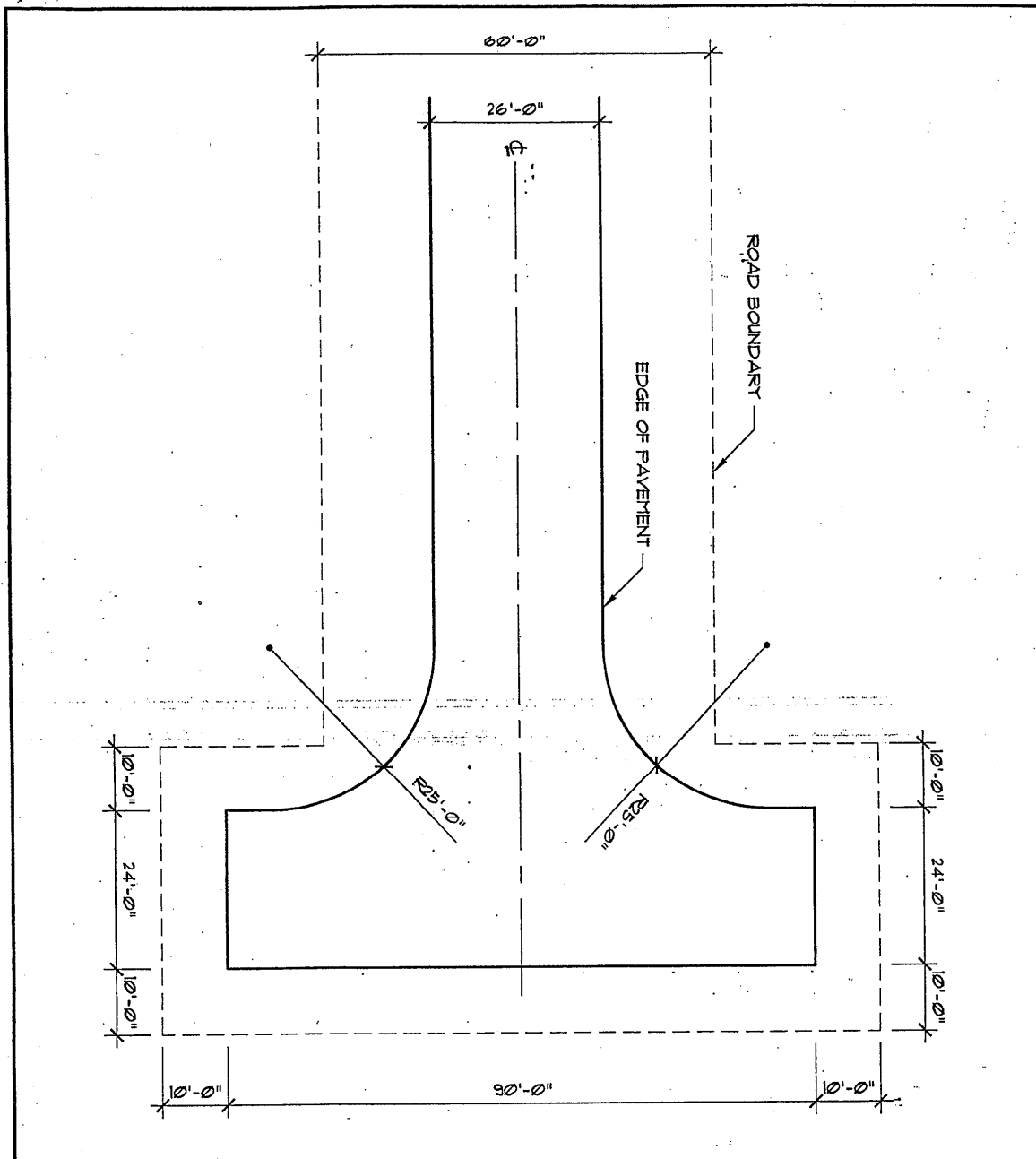
**TOWN OF MANLIUS
TYPICAL ROAD CROSS SECTION
WITH CATCH BASIN LOCATION**

December 2011

SD-2



SD-3



**TOWN OF MANLIUS
TEMPORARY PAVED TURN AROUND
AND EASEMENT**

December 2011

SD-4

GUIDELINES FOR EXECUTION OF HIGHWAY AGREEMENT
TOWN OF MANLIUS
2012

The following prerequisites must be provided with the appropriate documentation to the Town Attorney two weeks prior to any consideration by the Town Board for the authorization of any Highway Agreement for any subdivision in the Town of Manlius. Please read carefully and submit the proper originals and copies with original signatures.

- "Application to Lay out a Town Highway, Dedication, and release of Damages" form properly completed and executed in triplicate, with legal description attached.
- "Consent of Town Board to Lay out a Highway" properly completed in triplicate.
- "Highway Construction Agreement" form properly completed with all exhibits attached. Specifically, the name of all streets with the appropriate length in feet and the appropriate security required must be completed in section "19a0". Furthermore, the date of completion of highway must be set forth in Section 1(k), and this date must be within one year of the date of the execution of the Highway Agreement. The Highway Agreement will be dated when the Supervisor is authorized to execute the same. The Agreement must be filed in triplicate with each one of the three copies properly executed and notarized. If the Application is a corporation, the corporate seal must be properly affixed.
- Copies of all original policies of insurance or certified copies of the original policies of insurance complying fully with the requirements on Section 2 of the Highway Agreement must be supplied. Note, that aggregate limits are not acceptable. The copies of insurance must be accompanied by a letter from the insurance agent or agents issuing such insurance stating that the agent has read the proposed Highway Agreement and specifically has read Section 2 dealing with the insurance requirements; and that he/she is aware that the insurance shall be maintained by the Developer until the acceptance and opening of the roads by Resolution of the Town Board of the Town of Manlius. The agent's letter must specifically certify that no policy may be terminated without 30 days written notice to the Town of Manlius.
- A fee title insurance policy issued by an acceptable title insurance company insuring a fee simple ownership of the proposed highway in the Town of Manlius must be obtained by the Applicant. The title insurance must also protect the Town's interest in all easements or other real property rights to be conveyed to it pursuant to the Highway Agreement, or pursuant to any other requirements of the Planning Board or any Special District formation. For purposes of execution of the Highway Agreement, the Town Board will not accept a preliminary report on title showing ownership in the Applicant free from any exceptions which would impair the interest of the Town of Manlius. The Applicant must supply a receipted bill free from the title company showing that all fees for the issuance of the preliminary and final policy to the Town of Manlius and all recording costs have been paid by the Applicant. The final title policy should be provided to the Town as soon as it is available. [Please note that the security posted pursuant to the Highway Agreement will not be reduced until a final title insurance policy has been issued.] The amount of the title insurance coverage must be in an amount at least equal to the security posted pursuant to the terms of the Highway Agreement. Any items shown in the preliminary report of title must be resolved to the satisfaction of the Town Attorney prior to the submittal of the Highway Agreement to the Town Board. If a mortgage, easement, or other encroachment exists on the property, a release or a Subordination Agreement will be required also.
- All deeds must be properly executed and submitted for approval. All other documents, including any bills of sale, easements or rights-of-way must be submitted and approved. All real property descriptions, whether for fee transfers or easements, must be metes and bounds descriptions. Please also provide us with a properly executed Transfer Grains Affidavit for each deed, and an Equalization and Assessment Form properly filled in so that we may have it executed by the Town Supervisor.
- Bills of Sale for all sewer lines, pipes, manholes, together with any and all personal property relating to the construction of the sewer lines, sanitary sewers, or water lines within the particular subdivision must be properly executed and submitted for approval.
- A copy of the final subdivision map to be filed must be submitted in duplicate.

- A letter from the Highway superintendent approving all specifications, plans and contract drawings for the highway must be submitted.
- Adequate security in an amount to be determined by the Highway Superintendent shall be submitted. This security may be in the form of a cash deposit with the Town Clerk or in the form of a bond or letter of credit to be approved by the Town Attorney. Any letter of credit must be irrevocable and may be terminated by the Bank only after submission to the Town Board of a written notice 30 days prior to termination. The letter of credit must also state that the Bank will advise the Town Attorney of the expiration of said letter of credit 30 days prior to the expiration date. The letter of credit or bond must be valid until at least three months after the one-year guarantee period has lapsed and the Town will require that the letter of credit or bond be extended if necessary. Early termination of the letter of credit or bond constitutes a default under the Highway Agreement.
- All deeds conveying any lots in the subject subdivision after the filing of the appropriate map must in the description convey the lot "Subject to the rights of the Town of Manlius in the Streets and Easements shown on the Subdivision Map. All deeds must be full warranty deeds with the appropriate lien covenant. All Bills of Sale must have full warranties of ownership and be free from liens or encumbrances.
- Letter from the Developer stating that "As Built" drawings will be submitted upon completion of the roads. (Please note that the security posted pursuant to the Highway Agreement will not be reduced until acceptable "As Built" drawings have been submitted to the Town, one set delivered to the Highway Department and one set delivered to the Engineering Department.)
- Highway Agreement fee of \$700.00 paid to the Town of Manlius.
- All recording fees, title insurance charges, bond costs, insurance premiums, and other charges must be paid by the Developer.
- Upon approval of the Highway Agreement by the Town Board:
 - Copies of all documents will be sent to the Town Clerk;
 - Warranty Deed to the Town of Manlius, bills of sale, and any easement agreements, etc. will be recorded;
 - The Town attorney will inform the Chairman of the Planning Board that he may sign subdivision maps; and
 - The developer is required to obtain a final title policy from the title company.
- Upon completion of highway construction:
 - The Developer shall submit Exhibit "A" Certificate of Completion executed by the Town Superintendent of Highways, which will be filed in the Town Clerk's Office. The year guarantee period will not start to run until the Certificate of Completion is filed in the Town Clerk's Office.
 - Upon the filing of the Certificate of Completion and after the Town has been provided with a final title insurance policy in accordance with paragraph 5 hereof and "As Built" drawings in accordance with paragraph 12 hereof, the Developer may apply for a reduction of the security posted pursuant to the Highway Agreement. The application must be made in writing and must be accompanied by a completely executed Completion Certificate. The Developer must then attend a Town Board meeting and request a reduction. The security may be reduced up to a maximum of ninety-five (95%) percent in the sole discretion of the Town Board, upon the recommendation of the Town Highway Superintendent.
- Upon expiration of the one-year guarantee period:
 - The Developer shall submit Exhibit "B" Release of Guarantee, executed by the Town Superintendent of Highways, which will be filed in the Town Clerk's Office.
 - The Developer must execute Exhibit "C" Affidavit of No Liens, which will be filed in the Town Clerk's Office.
 - Developer shall submit a letter by a licensed surveyor certifying that all monuments have been installed as shown on the final subdivision plan.

- Upon completion of a, b, and c hereinabove, and the satisfactory performance by the Developer of all of its other obligations under the Highway Agreement, the Town Board, at a regularly scheduled public meeting, will execute "Consent of the Town Board to Lay out a Highway" and they will consent to the release of the security.

Town of Manlius

In the Matter
Of

Consent of Town Board
to Lay Out a Highway

THE LAYING OUT OF A CERTAIN
TOWN HIGHWAY IN THE TOWN OF
MANLIUS, COUNTY OF ONONDAGA
STATE OF NEW YORK,

IN THE _____ TRACT

WHEREAS, the Town of Manlius has received an Application to Lay Out a Town Highway together with a Deed, a Dedication and a Release of Damages, all executed by

Dated _____, 20____, and duly acknowledged, conveying, dedication and releasing from damages the necessary lands for a proposed town highway;

NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the provisions of Section 171 of the Highway Law of the State of New York, consent be, and the same hereby is, given that the Town Superintendent of Highways of the Town of Manlius make an Order Laying Out the Proposed Highway described in the said Application, Deed, Dedication and Release of Damages, as delineated on a survey and street profiles annexed hereto; and be it further

RESOLVED, that the Town Board of the Town of Manlius accept and hereby does accept the conveyance of the said lands; and be it further

RESOLVED, that the Town Clerk be, and hereby is, directed to forthwith cause such Deed to be recorded in the Office of the clerk of the county of Onondaga, and be it further

RESOLVED, that the Town Clerk, upon receipt of an Order, with survey and street profiles attached thereto, made and signed by the Town superintendent of Highways laying out said highway, shall file and record said Order in the Town clerk's Office, shall note the time of recording thereon, shall enter said Order in the Highway Book, and shall record the Release of Damages in the Office of the Clerk of the County of Onondaga and upon its return, attach it to said Order.

Dated: _____, 20____

TOWN BOARD OF THE TOWN OF MANLIUS
IN ONONDAGA, COUNTY, NEW YORK

Supervisor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

IN THE MATTER
of

Application to Lay out
a TOWN HIGHWAY

THE LAYING OUT OF A CERTAIN
TOWN HIGHWAY IN THE TOWN OF
MANLIUS, COUNTY OF ONONDAGA,
STATE OF NEW YORK

Dedication

Release of Damages

IN THE _____ TRACT

KNOW ALL MEN BY THESE PRESENTS

That the undersigned _____

Residing at _____

New York, hereby apply (applies) to the Town Superintendent of Highways to lay out a highway
in the Town of Manlius over and on lands hereinafter described, and for value received, hereby
dedicate (s), release (s) to the Town of Manlius for highway purposes the follow lands:

See Schedule "A" Attached Hereto and Made a Part Hereof

The undersigned also hereby release (s) said Town of Manlius from all damages by reason of the laying out and opening of the said highway.

IN WITNESS WHEREOF, the undersigned have (has) hereunto set my hand (s) and seal (s) this _____ day of _____ 20 _____

Developer Company Name

Developer Signature

Developer Print Name

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

On the _____ day of _____ in the year _____ before me, the undersigned, a notary public in and for said state, personally appeared _____ known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SEAL

Application having been made to me, the Town Superintendent of Highways of the Town of Manlius, Onondaga County, New York, for the laying out of a town highway and a deed, and survey and street profiles approved by the County Superintendent of Highways, dedication, release of damages from the owners of the land through which the highway is proposed to be opened, having been given.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

_____ Highway of the Town of Manlius, Onondaga County, NY
Name of Road/Highway

MEMORANDUM OF UNDERSTANDING

On this January 2, 2025 the Town of Manlius (the 'Town'), a municipal entity with offices at 301 Brooklea Drive, Fayetteville, New York and the Town of Manlius Highway Superintendent, agree as follows:

RECITALS

NOW, THEREFORE, it is hereby agreed as follows:

1. Heath Insurance (Medical, Dental and Vision): Highway Superintendent shall be entitled to the same health insurance benefits including retirement health benefits, at time of retirement which is currently 84/16 (per the Town of Manlius Employee Intranet – Town Clerk/Highway Superintendent/Receiver of Taxes).
2. Changes to MOU: The Town and the Highway Superintendent agree to meet annually no later than the end of September of each year to review this MOU. Any changes that the Town intends to make, or changes the Highway Superintendent may recommend, for the following year will be discussed during that meeting. The Town agrees not to make any changes during the following year to the signed MOU except under extraordinary circumstances. Such extraordinary circumstances are intended to mean events that may take place for which the Town could not have reasonably anticipated, like changes to state law affecting compensation or benefits to public employees, or significant new unbudgeted expenditures to the Town, or Executive Orders or other directives from the State of New York. In such an extraordinary event, the Town will provide written notification of any proposed changes to the Highway Superintendent. During the sixty (60) days immediately following said notice, the Highway Superintendent shall have the opportunity to meet with the Town to discuss the proposed changes resulting from the extraordinary circumstances before said changes become effective.

TOWN OF MANLIUS

TOWN OF MANLIUS HIGHWAY SUPERINTENDENT

By: _____

John T. Deer, Supervisor

By:  _____

Robert A. Cushing, Highway Superintendent

40. Salaries

Motion to approve salaries as listed here and in the approved budget:

Supervisor	John Deer	\$45,780
Deputy Supervisor	Sara Bollinger	\$ 1,000
Councilor	Sara Bollinger	\$15,073
Councilor	Ingrid Gonzalez-McCurdy	\$15,073
Councilor	Alissa Italiano	\$15,073
Councilor	Katelyn Kriesel	\$15,073
Councilor	Michael Nesci	\$15,073
Councilor	William Nicholson	\$15,073
Information Aide	Duffy Hartnett	\$50,500
Highway Supt.	Robert Cushing	\$101,385
Sec'y to Highway	Monica Van Auken	\$47,000
Town Clerk	Carrie Grevelding	\$65,000
Deputy Clerk	Lisa Beeman	\$54,303
Clerk I	Tina Galvin	\$51,585
Receiver of Taxes	Laura Peschel	\$58,800
Typist I	Sharon Lake	\$25,825
Clerk I	Reba Oper	\$19.76/hour
Assessor	Patrick Duffy	\$97,325
Assessment Clerk	Cristine Del Fuoco	\$61,090
Assessment Clerk	Kristin Howe	\$48,365
Clerk I	Pilar Lyons	\$41,500
Clerk I	Ryan Tyreman	\$41,500
Justice	David Rothschild	\$40,450
Justice	John Boyd	\$40,450
Clerk to Justice	Janet Stanley	\$64,495
Clerk to Justice	Jeanette Zacharias	\$64,495
Dep. Clerk to Court	Megan Vieau	\$24.25/hour
Court Attendant	Shawn Gwilt	\$52.00/hour
Court Attendant	Antoinette Stenuf	\$52.00/hour
Court Attendant	Thomas Bingham	\$52.00/hour

Rec. Director	Peggy Kenyon	\$85,100
Rec. Supervisor	Kristine Zingaro	\$67,845
Rec. Supervisor	Elaine Ferguson	\$60,725
Recreation Leader	Darlene Houghton	\$21.25/hour
Recreation Leader	Joanne Smith	\$21.25/hour
Recreation Attend.	Mark Kenyon	\$20.75/hour
Recreation Attend.	Thomas Kenyon	\$20.75/hour
Recreation Attend.	Jackson Ferguson	\$17.75/hour
Recreation Attend.	Gracelin Ferguson	\$17.50/hour
Recreation Attend.	Taetum DeLaney	\$17.50/hour
Recreation Attend.	Nick Walsh	\$17.50/hour
Recreation Attend.	Ethan Richards	\$17.25/hour
Maintenance	Christopher Pecht	\$23.27/hour
Town Manager	Ann Oot	\$87,700
Dep. Town Manager	Kay Blythe	\$53,300
Comptroller	Maria Lenway	\$74,800
Trash/Brush Liaison	Sharon Lake	\$25,825
Codes Enf. Officer	Thomas Poitras	\$68,640
Codes Enf. Officer	David Corbett	\$24.55/hour
Codes Enf. Officer	Michael Grevelding	\$26.24/hour
Clerk I	Cynthia Araujo	\$40,485
Planning Board Chair		\$7,200
Planning Board	6 members @	\$3,960
Secretary	Lisa Beeman	\$6,950
ZBA Chair		\$2,450
ZBA	4 members @	\$1,960
Secretary	Carrie Grevelding	\$3,425
Police Committee Sec'y	Carrie Grevelding	\$125 per meeting
Crossing Guard	Thomas Peschel	\$20.00/hour
Crossing Guard	Al Smith	\$20.00/hour
Board of Assessment	Fred Lutzen	\$50.00/hour
Board of Assessment	Arnold Poltenson	\$45.00/hour
Board of Assessment	Celeste Greiner	\$45.00/hour
Tree Commission Sec'y	Monica Van Auken	\$1,800

Town of Manlius Police

Chief	Jason Cassalia	\$155,572
Captain	Jeffrey Slater	137,941
	Tina Marie Stanton	137,941
Lieutenant	Gregory Snyder	129,643
Sergeants	Ross Carnie	103,715
	Louis Dashno	99,206
	Michael Desalvatore	103,715
	Dan Filip	103,715
	Kenneth Hatter	103,715
	Ben Lesperance	103,715
Police Officers	Matthew Applebee	90,187
	James Badger	90,187
	Triston Campbell	90,187
	Zachary Chrysler	79,364
	Zackary Clarke	90,187
	Anthony Compoli	82,972
	Katlyn Cook	90,187
	Luke Corl	79,364
	Jacob Gibbs	86,580
	Damien Golden	90,187
	Mitchell Grogan	90,187
	Brandon Heyman	72,149
	Rebecca Kammar	90,187
	Angela Kellogg	90,187
	Phillip Knittel	90,187
	Justin Lefebvre	90,187
	Jared Luczak	90,187
	Matthew Mills	82,972
	Ryan Perrin	82,972
	Charles Reynolds	79,364
	Ashleigh Roe	79,364
	Luke Rufo	75,757
	Trevor Shaw	79,364
	Brianna Sparks	90,187
	Nathaniel Spinelli	90,187
	Dylan Stasio	90,187
	Chad Temple	79,364

	Kevin Tucker	75,757
	Daniel Tyrel	90,187
Special Patrol Officers	Percy Clarke III	\$41.00/hour
	Brian Damon	41.00/hour
	Todd Galarneau	41.00/hour
	George Hack III	41.00/hour
	Sean Pierce	41.00/hour
	Robert Winter	41.00/hour
	Mark Zesky	41.00/hour
Clerk 1/Admin	Sharon Barkauskas	\$33.13/hour
Clerk 1	Rachel Pollack	\$22.93/hour
Clerk 1	Jade Taggart	\$24.36/hour
Community Service Officer	Gabriella Weirman	\$19.60/hour
Mechanic	Steven Brookins	\$28.65/hour
Laborer	Miles Brookins	16.54/hour
Custodial Worker	Jacqueline Thoms	23.15/hour
Police Officer Salary Level		
Entry Level		\$72,150
Step 1		\$75,757
Step 2		\$79,365
Step 3		\$82,972
Step 4		\$86,580
Step 5		\$90,187
Sergeant Salary Level		
Entry Level		\$99,206
Step 1		\$103,715

Town of Manlius Highway

William Beeman	33.12
David Daniels	33.60
Christopher Dardaris	31.26
Ethan Duprey	29.43
Brian Edwards	33.78
Thomas Emmons	31.26
Christopher Gonyea	27.92
Matthew Laroche	29.91
Brady Lewis	29.93
Travis McCranie	26.40
Matthew Pilcher	30.81
Matthew Raterman	31.26

Jason Richman	26.40
Derek Rogers	30.00
J. Robert Schepp	30.18
Kenneth Taylor-Roher	29.56
Mark Tily	30.09
Randall Troast	31.26
Zachary Van Auken	30.00
Gary Vona	31.77
Mark Werfelmann	27.82
David Barnwell	26.81
Steven Buyea	26.81
Randy Van Auken	26.81

**Town of Manlius
Code Fee Schedule**

	Application and Filing Fees		
Code	Application	Residential	Commercial
Subdivision 127			
127-5.1	Administrative Division of Land	\$50.00	\$100.00
127-8	Preliminary Plat up to 4 Lots	\$200.00	\$200.00
	5 or more lots	\$400.00	\$400.00
	Amended Preliminary Plat	\$200.00	\$200.00
127-10	Final Plat if not approved at time of Preliminary	\$100.00	\$200.00
Zoning 155 Application Fees			
155-19	Natural Resource Removal Permit	N/A	\$250.00
	Natural Resource Removal Renewal	N/A	\$100.00
155-21	Mobile Home	\$200.00	N/A
155-27	Special Use Permit	\$300.00	\$300.00
	Special Permit Renewal	\$100.00	\$100.00
155-28	Site Plan Approval	\$300.00	\$300.00
	Site Plan Amendment	\$100.00	\$200.00
155-29	Accessory Use Permit	\$300.00	\$300.00
	Accessory Use Renewal	\$100.00	\$100.00
155-29.1	Accessory Dwelling Unit (ADU)	\$400.00	X
155-30	Excavation, Grading, Filling Permit	\$150.00	\$300.00
155-48	Appeals - ZBA Area Variance	\$100.00	\$200.00
	Appeals - ZBA Use Variance	\$350.00	\$400.00
155-50	Zone Change Request	\$300.00	\$300.00
ENGINEERING REVIEW			
(DEPOSIT)***			
155-29.1	Accessory Dwelling Unit (ADU)	\$1,390.00	X
155-28; 96(3)(C)	Site Plan Review up to 5 Acres	\$1,390.00	\$1,390.00
155-28; 96(3)(C)	Site Plan Review over 5 Acres	\$2,755.00	\$2,755.00
127-9c; 96(3)(C)	Subdivision Review		
	Two lot	\$395.00	\$395.00
	Three to Five Lot	\$505.00	\$505.00
	*6 to 10 Lot	\$655.00	\$655.00
	*11 to 20 Lot	\$1,075.00	\$1,075.00
	*21 to 50 Lot	\$3,805.00	\$3,805.00
	*51 to 100 Lot	\$5,375.00	\$5,375.00
	(+\$75.00 for each lot over 10)		
LEGAL REVIEW			
(Deposit)***			

155-29.1	Accessory Dwelling Unit (ADU)	\$575.00	X
96(3)(C)	Site Plan Review (including amendment) – up to 5 acres	\$575.00	\$575.00
96(3)(C)	Site Plan Review (including amendment) – over 5 acres	\$875.00	\$1,025.00
96(3)(C)	*Subdivision Review - up to 2 lots	\$225.00	\$325.00
96(3)(C)	Subdivision Review – 3 -5 lots	\$375.00	\$375.00
96(3)(C)	Subdivision Review – 6 -10 lots	\$575.00	\$575.00
96(3)(C)	Subdivision Review – 11 -20 lots	\$825.00	\$825.00
96(3)(C)	Subdivision Review – 21 -50 lots	\$1,325.00	\$1,325.00
96(3)(C)	Special Use Permit	\$375.00	\$575.00
96(3)(C)	Accessory Use Permit	\$375.00	\$375.00
96(3)(C)	Renewal of Special or Accessory Use Permit	\$225.00	\$275.00
96(3)(C)	**Variance, Area	\$0.00	\$475.00
96(3)(C)	Variance, Use	\$425.00	\$525.00
Planned Unit Development Fees	Town Board		
155-20.2	Application Fee	\$1,000.00	
	Legal Escrow	\$1,325.00	
Planned Unit Development Fees	Planning Board		
155-20.2	Application Fee	\$300.00	
	Engineering Escrow	\$1,390.00	
	Legal Escrow	\$575.00	

Updated 12-30-2024 TAP

Town of Manlius

Professional Fee Schedule

General Construction (N.I.C. Houses)	Residential	Commercial
Permit Application and 1st \$1000 of construction cost	\$65.00	\$100.00
Cost per thousand or fraction thereof	\$5.00	See Below
Commercial Construction Cost per thousand or fraction thereof	plus \$15/\$1,000 (applied to first \$1,000,000) plus \$10/\$1,000 (>\$1,000,000 to \$5,000,000) plus \$8/\$1,000 (>\$5,000,000 to \$10,000,000) plus \$5/\$1,000 (to \$25,000,000) plus \$ (4) / 1,000 (>25,000,000)	
Return Inspection Fee*	\$50.00	\$50.00
Permit Renewal	\$100.00	\$100.00
Building without a Permit	Double Fee	Double Fee
Rescind Stop Work Order	\$100.00	\$200.00
Plan Review, No Permit Issued	50% of fee	50% of fee
Building Demolition	\$65.00	\$100.00
Sign Installation	\$100.00	\$100.00
Pool Permit	\$100.00	\$100.00
Sheds, Fireplaces, Gazebos, Solar Panels on house, Hot Tubs and Generators	\$100.00	\$100.00
Decks	\$200.00	N/A
New Residential Housing ***		
Up to 1500 square feet	\$800.00	N/A
1501 to 2000 square feet	\$1,000.00	N/A
2001 to 2500 square feet	\$1,200.00	N/A
2501 to 3000 square feet	\$1,400.00	N/A
3001 to 4000 square feet	\$1,600.00	N/A
4001 to 5000 square feet	\$1,800.00	N/A
each additional 100 sf	\$400.00	N/A
* If work is not ready for inspection as requested		
*** square footage of house, excluding garage and unfinished basement space. Discrepancies or added square feet will be addressed prior to issuance of Certificate of Occupancy.		
Miscellaneous Fees		
Zoning Research Letter	\$30.00	
Annexation	\$600.00	
Highway Agreement*	\$700.00	
Special Districts	\$600.00	

* Security for Highway Development. Amount to be determined by the Highway Superintendant and the Town Engineer based on current construction costs.

Town Clerk Fee Schedule

Type	Amount
Marriage License	\$40.00
Marriage Certified Copies	\$10.00
Dog (Altered)	\$10.00
Dog (Unaltered)	\$18.00
Dog Impoundments	1 st offense \$ 50.00 2 nd offense \$100.00 3 rd offense \$250.00
Decals	Per DEC Schedule
Passports	\$35.00
Games of Chance Licenses	\$25.00
Peddlers Permit	\$50.00

TOWN OF MANLIUS OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Manlius hereby require the Supervisor, Deputy Supervisor, Town Clerk, Tax Receiver, Town Justices and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Manlius approve the document entitled “Town of Manlius Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as, the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

TOWN OF MANLIUS **OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

WHEREAS, **John Deer**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Supervisor of the Town of Manlius, and

WHEREAS, **Carrie Grevelding**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Clerk of the Town of Manlius, and

WHEREAS, **Laura Peschel**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Tax Receiver of the Town of Manlius, and

WHEREAS, **David Rothschild**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Justice of the Town of Manlius, and

WHEREAS, **John Boyd**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Justice of the Town of Manlius, and

WHEREAS, **Robert Cushing**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Superintendent of Highways of the Town of Manlius, and

WHEREAS, **Sara Bollinger**, of the Town of Manlius, County of ONONDAGA, New York, has been appointed to the position of Deputy Supervisor of the Town of Manlius, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Manlius that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justices is further conditioned that they will well and truly keep, pay over and account for all moneys and property coming into their hands as such Town Justices; and

The Town does and shall maintain insurance coverage, presently with American Alternative Insurance Corp. , in the sum of \$1,000,000.00 public official liability: \$3,000,000 umbrella policy for all employees and NGM Insurance Corp., (commercial crime policy) in the sum of \$100,000 for all employees and additional \$900,000 for the Supervisor, \$1,900,000 for the Tax Collector, \$400,000 for each Town Justice, \$400,000 for Deputy Supervisor and \$400,000 for the Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered hereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered hereunder.

Dated January 02, 2025

Town of Manlius

Town Supervisor

Town Clerk

Tax Receiver

Town Justice

Town Justice

Highway Superintendent

Deputy Town Supervisor

STATE OF NEW YORK
SS:
COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **John Deer**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Supervisor** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

STATE OF NEW YORK
SS:
COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Carrie Grevelding**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Town Clerk** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

STATE OF NEW YORK
SS:
COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Laura Peschel**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Tax Receiver** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

STATE OF NEW YORK
SS:
COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Cushing**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Highway Superintendent** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

STATE OF NEW YORK
SS:
COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **David Rothschild**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Town Justice** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **John Boyd** personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Town Justice** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the ____ day of _____, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Sara Bollinger**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Deputy Town Supervisor** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public