

Agenda
Town Board Meeting
January 22, 2025
6:30 PM

1. Virtual Meeting Instructions - January 22, 2025

Documents:

[01-22-25 VIRTUAL MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Public Hearing - T.H. Kinsella - Natural Resource Removal Permit Renewal

5. Muirfield Drainage

Documents:

[P2500886 MUIRFIELD DR DRAINAGE IMPROVEMENTS.PDF](#)

6. Town Highway Permit - Spectrum - Enders Rd

Documents:

[TOWN HIGHWAY PERMIT - SPECTRUM - ENDERS RD.PDF](#)

7. Town Highway Department - Letter Of Intent

Documents:

[TRK12 LETTER OF INTENT COMPLETE.PDF](#)

8. Highway Department - Request To Requests For Bids - Highway Garage Construction

Documents:

[LEGAL NOTICE 1-13-2025 HGWY GARAGE ADDITIONS.PDF](#)

9. Award Bid - Skyridge Water District - Tanks

Documents:

[MANLIUS CONTRACT 1 AWARD 2025-01-20.PDF](#)
[BID TABULATION 2025-01-17.PDF](#)

10. Town Clerk's Annual Report

Documents:

[2024 CLERK ANNUAL REPORT.PDF](#)

11. New York State Energy Research And Development Authority (NYSERDA) Agreement

Documents:

[NYSERDA_242084_TOWN_OF_MANLIUS.PDF](#)

12. Board Of Assessment - Appointment

13. Budget Transfers

Documents:

[BUDGET TRANSFERS.PDF](#)

14. Approval Of Minutes - January 8, 2025

Documents:

[01-08-25 DRAFT.PDF](#)

15. Approval Of Abstract #26 & #2

Documents:

[ABSTRACT 26.PDF](#)
[ABSTRACT 2.PDF](#)

16. Adjournment



January 22, 2025 – 6:30PM

Town Board 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/88605077247?pwd=YtqsX53GLOYk3SahhYu68fYBLZ29Gi.1>

Password to join when prompted:

Password: **750161**

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: 886 0507 7247

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

Password: **750161**

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

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



January 10, 2025

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

**RE: Proposal for Professional Services
Muirfield Drive Stormwater Improvements
LaBella Proposal No. P2500886**

Dear Supervisor Deer:

Thank you for considering our proposal to provide professional services for the Muirfield Drive Stormwater Improvement project. With our understanding of project goals and existing conditions, we are confident LaBella Associates, D.P.C. (LaBella) can deliver comprehensive engineering services to meet the Town's objectives. Our proposal outlines the project understanding, scope of work, schedule, and estimated effort.

PROJECT UNDERSTANDING

We understand that the Town of Manlius would like to remove and replace the deteriorating concrete stormwater vault at the cul-de-sac on Muirfield Drive with a new stormwater basin and forebay.

In 2020, Miller Engineering studied the stormwater system in the areas of Hoag Lane, Churchill Lane, and Muirfield Drive to address operational issues, mainly flooding during heavy storms. They found limited infrastructure, with stormwater flowing through makeshift open swales or down the roadways. The most notable feature is the Muirfield retention system, an underground basin with a concrete vault on top of rock, allowing runoff to infiltrate through the vault and into the underlying karst geology.

Miller Engineering recommended several improvements including:

- Increasing the storage capacity of the Muirfield retention system, adding a perimeter fence, and create a landscape buffer along the south property line.
- Installing large diameter storm pipes (24-inch and 30-inch) along Hoag Lane and Muirfield Drive to handle a 2-year design storm.
 - *LaBella notes that the current NYS Stormwater Design Manual requires storm pipes to be design for the 10-year design storm*
- Replacing existing stormwater pipes 12" in diameter (or less) with larger pipes.



- Install an underground drainage array at the unimproved right-of-way along Muirfield Drive between 5124 and 5128 Muirfield Drive to infiltrate runoff.

The Town plans to delay replacing the existing storm sewer pipes along Muirfield Drive and Hoag Lane until additional funding is available. However, the Town requested that the design of the replacement stormwater basin accommodate increased flows from Muirfield Drive and Hoag Lane. Based on the current scope of work we believe the project will result in less than one acre of land disturbance, therefore a Stormwater Pollution Prevention Plan, and general permit for construction activities will not be required.

SCOPE OF WORK

Updates And Amending the Topographic And Utility Survey

The Town provided LaBella with a topographic survey of the project area, completed by CNY Land Surveying on April 10, 2024. While this survey is a helpful starting point, our review shows that some updates and additional details are needed to encompass the full area around the detention basin and outlet swale and avoid conflicts during construction.

To move forward confidently, we recommend updating the survey to include the following:

- Tree locations and sizes: Including the size and location of trees on the plans to show how many trees need to be removed and allow bidding contractors to estimate the related costs accurately.
- Detailed swale information: For the swale in the northeast corner of the cul-de-sac, we'll need more details about the elevation and any potential conflicts, such as buried utilities or nearby trees. This is especially important because we anticipate a new drainage pipe be installed and discharging to the existing swale.
- Quality Level B survey for underground utilities: The current survey suggests there may be unmarked gas lines, therefore we will conduct a Quality Level B Survey. This enhanced survey will create a detailed map of underground electric, telecom, water, and gas lines, ensuring all utilities are accurately accounted for in the design. We consider this a crucial step to prevent unexpected issues during construction and reduce the risk of delays or additional costs. Additionally, underground mapping is necessary for our office to safely perform geotechnical investigations, to confirm drilling equipment will not interfere with underground utilities.
- Georeferencing the AutoCAD file: The current AutoCAD file of the survey is not associated with a datum. We recommend updating the survey to be properly georeferenced. This will make it much easier to align the design with real-world



coordinates and will also benefit the construction phase, as contractors often request CAD files to assist with construction layout and stakeout.

Updating the survey to include this additional information will provide us with complete and accurate data, setting a solid foundation for the project. We understand the importance of managing costs and are committed to making this process as efficient as possible. We believe this proactive investment will ensure the project runs smoothly and reduces the risk of conflicts, delays, and costly change orders during construction.

Kindly note that all our field-related survey costs are calculated at prevailing wage rates, as required by the New York State Department of Labor.

Geotechnical Investigation

To ensure a successful design and construction process, it is essential to thoroughly review and understand the existing soil conditions at the project site and effectively convey this information to the contractor. The proposed design anticipates incorporating stormwater infiltration; therefore, understanding the expected infiltration rates of the existing soils is critical. Additionally, contractors will need detailed information about soil conditions to accurately estimate excavation and shoring costs.

LaBella will conduct a geotechnical evaluation, including a subsurface investigation, and prepare a report detailing site conditions, proposed construction, and geotechnical recommendations. The report will address site preparation, earthwork, excavation, fill placement, and ground water control measures.

During the onsite investigation, LaBella personnel will oversee drilling, document subsurface conditions, and perform infiltration testing. A geotechnical representative will ensure all activities are conducted efficiently and to specification. This investigation will provide essential data for design reliability and accurate construction planning. The full scope of work includes the following:

Geotechnical Borings

1. Two (2) geotechnical borings will be completed at predetermined locations provided to the geotechnical team.
 - a. Borings will be advanced to a depth of 15 feet below ground surface (bgs) or until refusal, whichever occurs first.
 - b. Soil sampling will follow the Standard Penetration Test (SPT) method (ASTM D1586) using a 2-inch diameter split-spoon sampler driven 24 inches.
 - c. Each boring will be sampled continuously to 10 feet bgs and at 5-foot intervals thereafter.
 - d. At one boring location, if refusal occurs before reaching the specified depth, a 5-foot rock core will be obtained in accordance with ASTM D2113.



- e. Upon completion, boreholes will be backfilled with auger cuttings. For borings in paved areas, an asphalt cold patch plug will be installed to closely match the existing surface conditions.

Infiltration Testing

1. Two (2) infiltration tests will be conducted at a depth of 6 feet bgs, following the New York State Department of Environmental Conservation (NYSDEC) – New York State Stormwater Management Design Manual – Appendix D Infiltration Testing Requirements.

Environmental Review (SEQR)

Based on an initial review of the proposed project, we anticipate that the project will be classified as an "Unlisted Action" under the State Environmental Quality Review Act (SEQRA). Accordingly, LaBella will prepare the short Environmental Assessment Form (EAF), and conduct an "Uncoordinated Review". We assume the Town Board will serve as the "Lead Agency" overseeing the SEQRA review process, with the Town acting as the Applicant for the project.

LaBella will complete all three parts of the short EAF. Part 1 will include information about the Applicant, the proposed construction and activities, and the sensitive environmental resources or conditions associated with the project site and surrounding area. Part 2 will feature a checklist to evaluate potential environmental impacts, and Part 3 will provide an analysis of those impacts, an assessment of their significance, and a determination of environmental significance.

Completion of the EAF will involve evaluating and mapping sensitive environmental resources in accordance with New York State Department of Environmental Conservation (NYSDEC) guidance, including the SEQR Workbooks and EAF Mapper application. Additionally, LaBella will assist in managing the overall SEQR process, including the preparation of draft resolutions to facilitate project approvals.

Civil Design & Coordination, & Approvals

LaBella will divide the design process into two phases: Preliminary Design and Final Design.

Preliminary Design Phase (60%)

During the preliminary design phase LaBella will complete the following:

- Conduct a site walkthrough with the Town to review the project area, identify site features, and assess conditions or constraints that may impact the project.
- Review existing reports and surveys to fully understand site constraints and parameters.



- Complete a hydraulic assessment of the drainage area and to size the proposed forebay and stormwater detention basin and outlet structure.
- Prepare 60% progress design drawings and technical specifications for review.
- Participate in a review meeting (page turn) with the Town to gather comments and confirm the project scope.

Final Design Phase (95%)

During the Final Design Phase LaBella will complete the following:

- Develop final bid and contract documents, including detailed information for contractors to bid, procure, install, and complete the project.
- Ensure design documents comply with applicable State, County, and Local laws and codes.
- We anticipate final drawings will include:
 - Cover Sheet
 - General Notes Sheet
 - Existing Conditions & Demolition Plan
 - Site Plan
 - Grading and Utility Plan
 - Construction & Erosion Control Details

LaBella will also create comprehensive project specifications, including contract documents and technical specifications, to support successful bidding and construction.

Contract Bidding

LaBella will guide the Town through the bidding process to retain a qualified contractor to complete the project. This includes advertising the project, communicating requirements to bidders, and hosting pre-bid meetings to clarify project details. After receiving bids, we will evaluate them based on cost, qualifications, and compliance, and provide a recommendation to the Town. Once a contractor is selected, LaBella will assist in finalizing the contract and support the Town through the transition to construction.

Tasks anticipated during this phase of the project include:

- Coordinating with a plan room and assist in the distribution of Contract Documents.
- Preparing the Advertisement for Bidders and coordinating with the Town for advertisement in local publication.
- Providing documents to contracting agencies to assist in notifying contractors of the project.
- Responding to bidder questions.
- Attending a pre-bid meeting and prepare agenda.



- Attending the bid opening, reviewing bids, contact contractor references, and making a recommendation for award.

Construction Administration

During this phase of the project, our focus will be to ensure that the construction aligns with the design's intent. A design team member will address any issues that arise in the field. When necessary, LaBella will create additional sketches to help explain any contract changes.

Tasks anticipated during this phase of the project include:

- Coordinating with the Town to issue notice to proceed.
- Convene a preconstruction conference and progress meetings during construction.
 - Preparing and distributing meeting minutes.
- Reviewing contractor's shop drawings and materials of construction for general conformance with the plans and specifications.
- Reviewing contractor's schedule to help ensure that the contractor completes work within the duration specified in the contract documents.
- Visiting to the construction site to resolve field problems on an as-needed basis.
- Conducting periodic meetings to review the progress of the work and resolve contractor issues.
- Reviewing, managing and approving change order requests.
- Reviewing and approving contractor payment applications.

Construction Closeout

During the construction closeout phase, LaBella will ensure the project is completed according to contract documents and successfully transitioned to the Town. This involves conducting final inspections to address deficiencies, reviewing as-built drawings for accuracy, and certifying compliance with the design. LaBella will prepare final payment recommendations, review warranties and closeout documents, and facilitate project handover.

Tasks anticipated during this phase of the project include:

- Completing a punch list walk-through of the project and issue punch list to the contractor.
- Issuing letter of substantial completion.
- Working with the contractor to ensure all punch list items have been completed.
- Collecting and reviewing release of liens from contractors' suppliers and subcontractors.
- Obtaining operation and maintenance manuals from contractors and to turn over to the owner.
- Reviewing record drawings provided by the contractor to ensure their completeness and accuracy.



- Certifying the project's completion to jurisdictional agencies including department of health forms.
- Verifying owner has received all warranties and guarantees from the contractor.
- Issuing letter of final acceptance to the contractor.
- Completing final over / under change order to close project out.
- Issue letter of acceptance to the owner and making recommendation to release project retainage.

Construction Inspections

LaBella Associates will provide a resident project representative during the active construction period, serving as a liaison between the contractor and the Town. The representative will monitor construction activities to ensure work aligns with contract documents. Based on the current scope, we anticipate one representative will monitor construction for **5 active construction days**.

Tasks performed by the resident project representative will include the following:

- Monitor the Contractor in his interaction with the various local agencies having jurisdiction on the project.
- Conduct on-site observations of the work-in-progress as a basis for determining that the project is proceeding in accordance with the Contract Documents
- Advise the Project Manager and the Owner when it is necessary to reject work as failing to conform to the Contract Documents.
- Verify that tests including equipment required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof.
- Transmit to the Contractor any interpretations of the Contract Documents.
- Evaluate the Contractor's suggestions for modifications to drawings or specifications and report them with recommendations to the Project Manager.
- Maintain at the job-site orderly files of correspondence, inspector's reports, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record names, addresses and telephone numbers of the prime Contractor, subcontractors, and major material suppliers.
- Review and determine the quantities of satisfactory work completed and materials delivered to the site and submit this information with recommendations to the Project Manager.
- Participate in a final inspection in the company of the Consultant and the Town, and prepare a final list of items to be corrected.
- Verify that all items on the final punch list have been corrected and make recommendations to the Project Manager concerning acceptance.



IMPLEMENTATION

A. Schedule

LaBella anticipates beginning work within a month of receiving authorization to proceed, depending on weather conditions and project requirements. Based on the current scope, we have outlined an initial project schedule; however, these dates may be adjusted if the scope changes or unforeseen conditions arise during the project.

Phase	Begin	End
Review LBA Porposal and Authorization to Proceed	January 10, 2025	January 24, 2025
Updated Topographic & Utility Survey	January 24, 2025	February 14, 2025
Geotechnical Investigation	January 24, 2025	February 21, 2025
Preliminary Design	February 14, 2025	April 25, 2025
Town Review of Preliminary Design	April 25, 2025	May 9, 2025
Final Design	May 9, 2025	June 20, 2025
Town Review of Final Design	June 20, 2025	June 27, 2025
Project Bid (5 weeks)	June 27, 2025	August 1, 2025
Project Award & Contract Execution	August 1, 2025	August 29, 2025
Construction Timeframe (Award to Closeout)	August 29, 2025	November 28, 2025

B. Fees

1. **Basic Services:** LaBella Associates, D.P.C. will provide professional services as outlined in the "Scope of Work" for phase fixed fee as indicated in the table below.

Task No.	Task Description	Total
1	Survey	\$4,995.00
2	Geotechnical Investigation	\$11,500.00
3	SEQR	\$3,950.00
4	Preliminary & Final Design	\$35,640.00
5	Contract Bidding	\$5,150.00
6	Construction Administration	\$9,650.00
7	Construction Closeout	\$1,250.00
8	Construction Inspections	\$5,020.00
Total Basic Services Fee:		\$77,155

2. **Expenses:** Reimbursable Expenses include out of pocket expenses such as permitting fees, publication fees, mileage, postage, and incidental copying and printing reproduction of the Contract Documents for Bidding. We recommend that the Town establish a budget for these expenses, in the amount of **\$750.00**.



- 3. Additional Services:** If requested by the Owner, LaBella may provide Additional Services as outlined in Attachment A. These services are not included in the Basic Services and will be billed based on LaBella staff hours at current rates, plus reimbursable expenses. We recommend the Town allocate a **\$2,500** allowance for potential Additional Services. No work under Additional Services will proceed without prior written authorization from the Town.

ASSUMPTIONS

In preparation of this proposal we made the following assumptions:

- Assumed DEC approval and SWPPP is not required.
- Based on review of the NYSDEC Environmental Mapper no state or federal wetlands, threatened or endangered species or rare plants / animals are within the vicinity of the project.
- No W/MBE requirements
- Assumed monthly virtual meetings throughout the design project to provide general project status updates and coordinate to client.
- Assumed a construction contract duration of 90 days to substantial completion. The Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Construction Inspections services, if any) are required beyond the assumed construction duration.
- Assumed construction will be a single prime contract. If the project involves more than one prime contract the Engineer shall be entitled to an equitable increase in compensation

EXCLUDED SERVICES

In addition to the additional services listed in the section below, the following services are available and have not been included in the Scope of Work:

- Preparation of permanent easement maps and descriptions and obtaining the easements necessary to construct the project. Filing of easement maps.
- Publication of all notices, as necessary.
- Additional environmental studies not identified.
- Preparation of record drawings.
- SWPPP Inspections during construction.
- Public presentations or meetings.
- Preparation of a Map, Plan and Report



- Coordination with and procurement of special inspections / material testing agencies during construction.

ITEMS OR SERVICES TO BE PROVIDED BY THE TOWN OF MANLIUS

The following items or services will be provided by the Town of Manlius:

- Record Information (if available).
- Public advertising of the Notice to Bidders and assistance in distribution of contact documents.

PROPOSAL CONDITIONS

1. This Proposal is valid for acceptance for a period of forty-five (45) days from the date of its submission (the "Expiration Date"). LaBella reserves the right to withdraw or modify this Proposal after the Expiration Date upon written notice to the Recipient.
2. Period of Service: The compensation amount stipulated in this proposal is conditioned on a period of service not exceeding **12 months**. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.
3. Upon acceptance, this proposal will be incorporated as an attachment to the professional services agreement between the client (Town) and LaBella Associates, for execution by an authorized representative. If requested, LaBella Associates can provide a copy of the full professional services agreement, should it not be included with this proposal.

If you have any questions or require further clarification, please do not hesitate to contact me directly at (585) 295-6627 or by e-mail at jebbs@LaBellaPC.com. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Respectfully submitted,

LaBella Associates

Jason R. Ebbs, PE
Municipal Group Leader

ATTACHMENTS:

Attachment A – Additional Services



ATTACHMENT A - ADDITIONAL SERVICES: If requested by Owner, LaBella may provide Additional Services of the types listed, but not limited to the below. These services are not included as part of Basic Services and shall be paid by the Owner in an amount equal to the cumulative hours charged to the Project by LaBella staff at current billing rates, plus reimbursable expenses.

1. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
2. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing the following services:
 - a. Services attributable to more than one prime construction contract.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, value engineering and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.



11. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
12. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services.
13. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
14. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
15. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
16. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
18. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
19. Cost estimating services
20. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
21. Preparation of operation, maintenance, and staffing manuals
22. Overtime work requiring higher than regular rates.
23. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

Town of Manlius Highway Permit
Permit Issued Under Section 149 of the Highway Law

The undersigned, the Town Superintendent of the Highways of the Town of Manlius, County of Onondaga, upon the written application of Spectrum / Charter communications dated on the 10 day of January, 2025, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to

Spectrum is looking to install 510' of underground cable in conduit coax from utility pole 18 on Enders Rd to our existing pedestal at 8281-8283 Decoy Run. We will need to directional drill under Enders Rd and then proceed with Drilling-open trench and or plowing the balance of the installation. This is being built due to the existing plant in the area is in need of an upgrade and this new pathway will be the least disruptive.

The new cable in conduit will be installed at a two foot minimum depth and three foot under Enders Rd. The exact pathway will be determined by the existing underground utilities.

This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the highway, and upon notice by the Town Superintendent, agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon failure of the applicant to make such repairs, they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants and appurtenances.
3. The drainage, sewer or water pipes or appurtenances which are laid under this permit shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.
4. That such drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway and that portion of the trench which passes under the pavement shall be bored or pipe-driven and in no case shall the pavement be disturbed. Upon the completion of the work, the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent.
5. It is agreed by the applicant that any injury or disturbance of the pavement portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The applicant shall erect and maintain suitable guard rails or barricades around all trenches while work is in progress for the protection of the public, and they shall be suitably lighted by red lights at night. The work shall be carried on in such manner that not more than 500 feet of trench in earth remains open at the end of the day's work.
7. Traffic shall be maintained by the applicant on this section of the highway while the work is in progress and until its final completion.
8. The said Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes or hydrants, or other appurtenances, which may have been placed in the highway under this permit.
9. If the road upon which this permit is issued is at the time of the issuance a Town highway, and should it be thereafter improved as a State highway or County road, or by any municipality, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Superintendent of Public Works or the County Superintendent of Highways as the case may be.
10. The undersigned applicant agrees to accept full responsibility and liability because of said work and further agrees to save the Town of Manlius and the County of Onondaga free from any and all responsibility and liability thereof.

Dated this 13

Day of January - 2025


Town Highway Superintendent

I hereby agree to conform to the conditions contained in the foregoing permit.

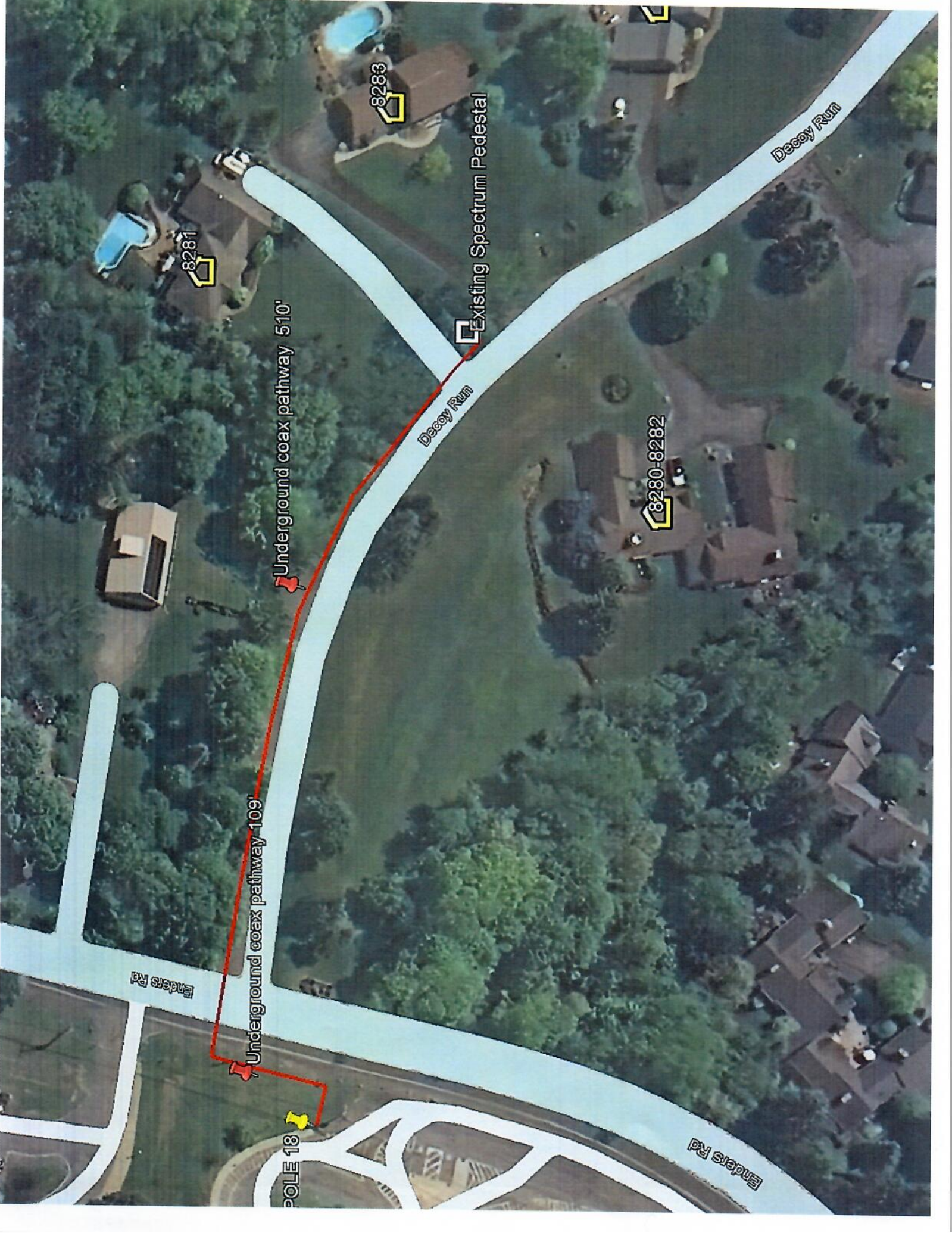
Steven Whitam Spectrum construction coordinator.
Applicant

The undersigned, members of the Town Board of the Town of Manlius, hereby consent to the grant of the foregoing permit.

Dated this _____

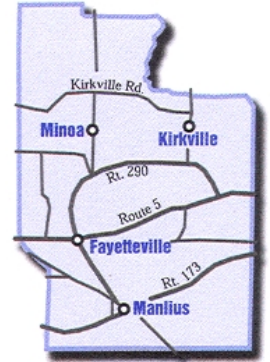
Day of _____

Supervisor



Town of Manlius

January 16, 2025



Mr. Bob Carson
Municipal Sales Manager
Navistar, Inc.
399 Albany Shaker Road, Suite 202
Loudinville, NY 12211

Dear Mr. Carson,

Please accept this letter of intent from the Town of Manlius Highway Department to purchase the following:

One (1) New and unused 2026 International HV507 SFA 4x2 Chassis at the cost of \$119,861.00 per proposal number 22818-01.

One (1) New and unused Plow Package including Plow, Wing and Hydraulic Package, Everest MR 11' Steel Dump, and Hi-way 11' E2020XT Sander at the cost of \$164,979.00, per the Onondaga County Contract 0010914.

The Town of Manlius Highway Department will include necessary funding for this procurement in their proposed 2025 budget. We cannot guarantee that the Town of Manlius Board will approve the proposed budget; however, this letter of intent was approved at the January 22, 2025, meeting. Also, we have no reason to believe this funding will be denied. If funding is approved, a purchase order will be issued in the first quarter of 2025.

The Town of Manlius Highway has an immediate critical need for this equipment. Any effort or consideration you are able to provide that will accelerate the acquisition process would be sincerely appreciated.

Sincerely,

TOWN OF MANLIUS

Robert A. Cushing
Superintendent of Highways

Reference: TRK 12

Robert Cushing, Highway Superintendent

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

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that sealed bids for the construction of
Highway Department Garage Additions & Renovations

for the Town of Manlius will be received by the Town Clerk of the Town of Manlius at the Town Hall, 301 Brooklea Drive, Fayetteville, New York, until **3:00 PM on Thursday February 13, 2025**, at which time and place they will be publicly opened and read aloud.

Bids shall be on the bid forms included in the Project Manual (which include a non-collusive bidding certificate).

Bids will be submitted in sealed envelopes at the above address and shall bear on the face thereof the name and address of the bidder.

Bid documents (Project Manual & Drawings) for the Project are available to and may be examined by any interested bidder at the following:

- Town of Manlius Town Clerk's Office, 301 Brooklea Drive, Fayetteville, New York 13066
- Syracuse Builders Exchange, 6563 Ridings Road, Syracuse, New York 13206

Printed sets and electronic downloads of .pdf files of Bid Documents can be obtained from Avalon Document Services, 901 N. State Street, Syracuse, New York 13208 (315) 471-3333, through the following website: <https://www.avalonsyr-planroom.com/projects/public> The bidders' costs for bid documents shall be as follows:

- Printed documents: Bidders shall pay a non-refundable fee to Avalon (Avalon's full cost of printing, as determined by Avalon).
- Shipping of documents: Bidders shall pay an additional non-refundable fee to Avalon (the full cost of shipping, as determined by Avalon).
- Electronic downloads of .pdf files: Bidders shall pay a non-refundable fee of \$49 to Avalon.

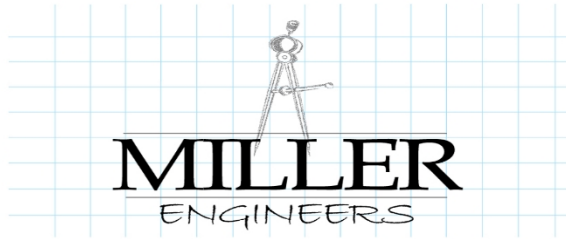
A pre-bid meeting will be held at the Town of Manlius Highway Department Garage, 5970 Clemons Road, East Syracuse, New York 13057, at **10:00 AM on Friday, January 31, 2025**. Attendance at this meeting is highly recommended.

The contract for the construction of the above additions and renovations will be awarded by the Town Board of the Town of Manlius to the lowest responsible bidder. In cases where two or more responsible bidders submit identical bids as to price, the Town Board may award the contract to either of such bidders. The Town may reject all bids and re-advertise for new bids at its discretion.

Date: January 17, 2025

Town of Manlius

Robert A Cushing
Superintendent of Highways



January 20, 2025

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

Re: Skyridge Water Supply District 2025 Infrastructure Improvements Project
Contract No. 1 – Water Storage Tanks
Bid Award

Dear Mr. Deer,

One bid has been received for Contract No. 1 – Water Storage Tanks of the Skyridge Water Supply District 2025 Infrastructure Improvements Project. A review of the bid was conducted by our office with the following findings:

- | | |
|-------------------------------------|---------------------|
| 1. Statewide Aquastore, Inc. | \$655,000.00 |
| a. No exceptions noted. | |

The bid has included a bid bond in the amount of 5% of their bid amount. There are no indications that the bidder has been disbarred from work in New York State. After a thorough review of the bid, we recommend award to Statewide Aquastore, Inc in the amount of \$655,000.00. Should the Town elect to go with the alternative of the Forest Green color for the upper well water storage tank, the total contract award will change to \$670,000.00.

Should you require further input or have any questions, please call me at 315-682-0028.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Doug Miller", is placed below the "Very truly yours," text.

MILLER ENGINEERS
Douglas A Miller, P.E.

Attachments

- Attachment 1 – Bid Tabulation



PROJECT: Skyridge Water Supply District 2025 Infrastructure Improvements Project Contract No. 1 - Water Storge Tanks				Statewide Aquastore, Inc. 6010 Drott Drive East Syracuse, NY 13057	
BID DATE: 1/17/2025 BID TIME: 11:00 AM					
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
BASE PROPOSAL					
1	Lower Well Water Storage Tank (Cobalt Blue)	1	LS	\$ 320,000.00	\$ 320,000.00
2	Upper Well Water Storage Tank (Cobalt Blue)	1	LS	\$ 335,000.00	\$ 335,000.00
ALTERNATIVES					
3	Upper Well Water Storage Tank (Forest Green)	1	LS	\$ 350,000.00	\$ 350,000.00
TOTAL ALTERNATIVES				\$ 350,000.00	
BID SECURITY *DENOTES PROPOSER ERROR, THE CORRECTED VALUE IS SHOWN.				BID BOND	
TOTAL BASE BID (W/ALLOWANCE) AND ALL ADD-ONS				\$ 655,000.00	
TOTAL BID W/ ALTERNATES				\$ 670,000.00	
MILLER ENGINEERS JOB NUMBER: 002.007 A002				DATE: 1/17/2025	

Account#	Account Description	Fee Description	Qty	Local Share
		Stop Work Order	3	300.00
		Sub-Total:		\$300.00
A00.4.1255	Clerk Fees	Certified Marriage Transcript	92	977.00
		Marriage License	118	2,065.00
		Passport Fee	33	1,260.00
		Return Check Fee	3	75.00
	Conservation	Conservation	144	430.07
	One Day Officiant License	One Day Officiant License	4	100.00
	Permits & Other	One Day Marriage Officiant	5	125.00
		Sub-Total:		\$5,032.07
A00.4.2544	Dog Licensing	Exempt Dogs	4	0.00
		Female, Spayed	685	8,064.00
		Female, Unspayed	32	480.00
		Male, Neutered	627	7,182.00
		Male, Unneutered	52	780.00
		Replacement Tags	10	24.00
		Sub-Total:		\$16,530.00
A00.4.2655	Minor Sales	Copies - Regular	24	116.00
		Sub-Total:		\$116.00
A2530	Racing & Wagering Fees	Bell Jar License	2	20.00
		Games of Chance License	1	10.00
		Raffle License	1	10.00
		Sub-Total:		\$40.00
B00.4.2110	Zoning Fees	Zone Change Fees	1	300.00
		Zoning Board Variance	26	2,600.00
		Sub-Total:		\$2,900.00
B00.4.2115	Planning Board Fees	Site Plan Amendment	3	400.00
		Site Plan Review	4	1,200.00
		Subdivision Fees	3	900.00
		Sub-Total:		\$2,500.00
B00.4.2555	Building & Alterations	Building Permit	130	86,777.80
		Building Permit Renewal	11	1,065.00
		Deck	30	3,160.00
		Demolition	2	130.00
		Demolition - Commercial	2	200.00
		Fireplace	1	100.00
		Generator	5	533.00
		New House 1501-2000 sq. ft.	3	3,000.00
		New House 2001-2500 sq. ft.	1	1,200.00
		New House 2501-3000 sq. ft.	2	2,800.00
		New House 3001-4000 sq. ft.	2	3,200.00
		New House 4001-5000 sq. ft.	1	1,800.00
		Pool Permit	17	1,700.00
		Shed	5	500.00

Account#	Account Description	Fee Description	Qty	Local Share	
		Signs	8	1,000.00	
			Sub-Total:	\$107,165.80	
B00.4.2590	Permits & Other	Flood Plain Permit	9	270.00	
	Permits, Other	Special Permit	1	300.00	
		Special Permit Renewal	4	400.00	
			Sub-Total:	\$970.00	
B00.4.2655	Minor Sales	Zoning Research Letter	16	2,370.00	
			Sub-Total:	\$2,370.00	
B00.4.2770	Planning Board Fees	Site Plan Review	1	12.00	
			Sub-Total:	\$12.00	
B00.42115	Planning Board Fees	Accessory Use Permit	1	300.00	
		Accessory Use Permit Renewal	1	100.00	
			Sub-Total:	\$400.00	
TA2. 2. 320	Escrow Misc. Deposits	Legal Deposit	5	2,895.00	
			Sub-Total:	\$2,895.00	
TA2. 2. 851	Engineering	Engineering Deposit	14	14,217.70	
			Sub-Total:	\$14,217.70	
Total Local Shares Remitted:				\$155,448.57	
Amount paid to:	N Y S Health Department			2,655.00	
Amount paid to:	New York State Comptroller's Office			60.00	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			1,946.00	
Amount paid to:	NYS Environmental Conservation			8,798.93	
Total State, County & Local Revenues:		\$168,908.50	Total Non-Local Revenues:		\$13,459.93

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Allison Weber, Town Clerk, Town of Manlius during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor	Date	Town Clerk	Date
------------	------	------------	------

New York State Energy Research and Development Authority ("NYSERDA")

AGREEMENT

1. Agreement Number: 242084
2. Contractor: Town of Manlius
3. Project Director: John Deer
4. Effective Date: December 6, 2024
5. Total Amount of Award: \$100,000.00
6. Project Period: December 6, 2024 - December 31, 2027
7. Expiration Date: May 31, 2028
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Workbook.

**9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS
EXECUTED BELOW BY NYSERDA**

Town of Manlius

**NEW YORK ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY**

Signature: _____

Signature: _____
NYSERDA Authorized Signatory

Name: _____

Title: _____

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Town of Manlius
CEC200236

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

The Town of Manlius (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Electric Vehicle(s)

Contractor will purchase the electric vehicle(s) listed below. The exact make and model will be determined during the project design phase. Funds may be used for a vehicle wrap or decal(s) (with educational information) to highlight commitment to electric vehicles. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Purchase of (2) 2024 Electric Chevy Blazers and (1) Electric Chevy Equinox, or equal, to be assigned to the following location: 301 Brooklea Drive, Fayetteville, NY 13066

The estimated savings of this component is 6.1 metric tons of carbon dioxide equivalent (MTCO₂e)

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information

in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Electric Vehicle(s)

Requirements for this component:

- The vehicle shall be a new battery electric vehicle
- Vehicles shall be purchased and owned by the municipality, not leased
- The vehicle may include a wrap or decal. If a wrap or decal is included, the design must be approved by NYSERDA.
- Vehicles must be manufactured for use primarily on public streets, roads, and highways and have a maximum speed capability of at least fifty-five miles per hour.
- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Electric Vehicle(s)

Deliverables for this component:

- Executed contracts for purchase of electric vehicle(s) that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) to be purchased.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Electric Vehicle(s)

Deliverables for this component:

- Final paid invoices
- DMV-50 Form Retail Certificate of Sale, or DMV-82 Form: Vehicle Registration/Title Application
- Photographs of the purchased vehicle(s).
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) purchased
- Additional incentive program applications or comparable information, if applicable.

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	9/1/2025	Planning Phase – Electric Vehicle(s)	\$25,000.00
Project Completion Phase			
2	11/1/2027	Completion Phase – Electric Vehicle(s)	\$75,000.00
		Total Project Budget	\$100,000.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation

evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing

the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not

violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, Contractor shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by Contractor or any of Contractor's affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or Contractor.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting

in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

Town of Manlius

Name: John Deer

Title: Town Supervisor

Address: 301 Brooklea Drive, Fayetteville, NY, 13066

Facsimile Number: (315) 637-0713

E-Mail Address: jdeer@townofmanlius.org

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the

purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as

stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records

or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.)

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another

entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

Budget Transfers

From		
DA0 5.5142.410 Snow Removal Gasoline/Disel		\$50,000.00
To		
HH0 5.8160.200 Highway Eqpt Expenditures		\$50,000.00

From		
DA0 5.5142.470 Snow Removal Materials	\$	90,000.00
To		
HH0 5.8160.200 Hwy Eqpt Expenditures	\$	90,000.00

From		
A00 5.5132.448 Garage Cold Storage Building	\$	5,000.00
To		
HE0 5.5132.200 Salt Storage Facility Cap Ot	\$	5,000.00

From		
A00 5.5132.448 Garage Cold Storage Building		\$5,000.00
To		
HG0 5.5132.200 Garage		\$5,000.00

MINUTES
TOWN BOARD
January 8, 2025

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here; https://www.youtube.com/live/6V8sAU0TJ_w?si=QkYD3wHwtYr4-9dV
Supervisor Deer presided, and the following Board members were present:

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

The following Town Officers were present: Carrie Grevelding, Town Clerk. Ann Oot, Town Manager. Kay Blythe, Assistant Town Manager. Joseph Frateschi, Town Attorney. Jason Cassalia, Chief of Police. Maria Lenway, Comptroller.

1. Attendees

In-Person Meeting Attendees: Mike Friend, Manlius. Craig Dudczak, Fayetteville.

Virtual Meeting Attendees: None

2. 6:30 PM - The Pledge of Allegiance

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

3. 6:32 PM – Open Podium

Craig Dudczak from Fayetteville spoke regarding the Four Seasons property that is for sale. Mr. Dudczak inquired if the Town Board had looked at the property as a potential site. Supervisor Deer advised that the property was looked at by the Town.

Ann Oot Town Manager and Kay Blythe Deputy Town Manager took a moment to recognize that January 9, 2025, as Law Enforcement Appreciation day. They thanked all past and current members of the Town of Manlius Police Department for their service. Ms. Oot specifically recognized her sons who are both in Law Enforcement. Ms. Blythe wanted to recognize her husband who is also a member of Law Enforcement.

4. 6:37 PM – Set Date – Public Hearing – Town Highway Department

Councilor Bollinger made a motion, Seconded by Councilor Italiano, set a public hearing date regarding the installation of a stop sign at Whistling Swan Lane and Aylesbury Path for February 26, 2025, at 6:35 PM.

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

Nayes: 0

All in Favor.

Motion Carries.

5. 6:37 PM – Approval of Minutes – December 18, 2024 and January 2, 2025

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to approve the minutes for December 18, 2024, as presented by Town Clerk Grevelding.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to approve the minutes for the 2025 Organizational Meeting on January 2, 2025, as presented by Town Clerk Grevelding.

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

Nayes: 0

All in Favor.

Motion Carries.

6. 6:38 PM – Approval of Abstract #1

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve abstract #1 in the amount of \$311,439.04.

TOWN OF MANLIUS
Fund Summary
Abstract #1 - 2025

<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$259,528.48
B	General Fund Part Town Highway Fund	\$12,969.93
DA	Townwide	\$38,438.65
SR1	Trash	\$250.99
SR2	Brush	\$250.99
	Total	\$311,439.04

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

Nayes: 0

All in Favor

Motion Carries.

7. 6:39 PM – Adjourn Regular Session

Councilor Italiano made a motion, seconded by Councilor Kriesel, to enter into Executive Session to discuss resolution of a pending/current litigation matter.

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

Nayes: 0

All in Favor

Motion Carries.

EXECUTIVE SESSION MEETING MINUTES:

Executive Session

January 8, 2025

By motion made by Councilor Nicholson, seconded by Councilor Italiano, to exit
executive session 6:45 PM.

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

Nayes: 0

All in Favor.

Motion Carries

Councilor Italiano made a motion, seconded by Councilor Nicholson, to authorize the
Town to enter into a Stipulation of Settlement related to PERB Case No. U-37844.

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

Nayes: 0

All in Favor.

Motion Carries

There being no further business to come before the Board, upon motion duly made by
Councilor Kriesel and seconded by Councilor Italiano the Board voted unanimously to
come out of regular session at 6:47 PM.

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

Nayes: 0

All in Favor.

Motion Carries

Respectfully Submitted by:

Carrie Grevelding
Town Clerk

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00-3620	Codes Enforcement	4,387.26
B00-8010	Zoning	40.68

B00 TOTAL	General Fund Part Town	4,427.94
DA0-5130	Machinery	12,757.42
DA0-5140	Brush & Weeds	6,831.00
DA0-5142	Snow Removal	62,185.28

DA0 TOTAL	Highway Fund Townwide	81,773.70

** TOTAL **		269,480.26

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1420	Attorney	480.00
A00-1620	Buildings	92.01
A00-3310	Traffic Control	21.51
A00-5132	Garage	990.59
A00-5182	Street Lighting	484.01

A00 TOTAL	General Fund Townwide	2,068.12
SL1-5182	Street Lighting	1,947.44

SL1 TOTAL	Overhead Lighting	1,947.44
SL2-5182	Street Lighting	2,736.75

SL2 TOTAL	Underground Lighting	2,736.75
SL3-5182	Street Lighting	132.36

SL3 TOTAL	Entry Lighting	132.36

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
SL4-5182	Street Lighting	773.26

SL4 TOTAL	Garden Park Lighting	773.26
SL5-5182	Street Lighting	2,943.86

SL5 TOTAL	Ratnour Bridge Lighting	2,943.86

** TOTAL **		10,601.79

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	16,310.00
A00-1440	Engineer	22,971.00
A00-1620	Buildings	5,640.00
A00-1640	Central Garage	1,749.82
A00-3120	Police	1,140.00
A00-5010	Transportation	1,530.00
A00-7510	Historian	4,000.00
A00-9050	Employee Benefits-Other	27.73

A00 TOTAL	General Fund Townwide	53,368.55
B00-3620	Codes Enforcement	537.00
B00-8010	Zoning	170.00
B00-8020	Planning	1,617.79

B00 TOTAL	General Fund Part Town	2,324.79

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
TA2	NON-DEPARTMENTAL	1,602.00

TA2 TOTAL	Trust & Agency - Other	1,602.00

** TOTAL **		57,295.34

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	126.35
A00-1220	Supervisor	87.95
A00-1330	Receiver of Taxes	19.99
A00-1410	Town Clerk	297.99
A00-1620	Buildings	1,209.91
A00-1670	Central Printing	988.89
A00-3120	Police	5,611.23
A00-7310	Recreation	252.98

A00 TOTAL	General Fund Townwide	8,595.29

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00-3620	Codes Enforcement	93.12

B00 TOTAL	General Fund Part Town	93.12

** TOTAL **		8,688.41

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1110	Justices	135.82
A00-1220	Supervisor	143.26
A00-1330	Receiver of Taxes	131.34
A00-1355	Assessors	118.78
A00-1410	Town Clerk	195.47
A00-1620	Buildings	11,493.65
A00-1670	Central Printing	398.16
A00-3120	Police	3,027.02
A00-5132	Garage	167.24
A00-7310	Recreation	62.00

A00 TOTAL	General Fund Townwide	15,872.74

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00	NON-DEPARTMENTAL	50.00
B00-3620	Codes Enforcement	43.78

B00 TOTAL	General Fund Part Town	93.78
DA0-5130	Machinery	22.98
DA0-5142	Snow Removal	87.56

DA0 TOTAL	Highway Fund Townwide	110.54

** TOTAL **		16,077.06

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1330	Receiver of Taxes	52.80
A00-1410	Town Clerk	121.53
A00-1620	Buildings	178.00
A00-1670	Central Printing	308.23
A00-3120	Police	5,782.79
A00-5132	Garage	1,070.48

A00 TOTAL	General Fund Townwide	7,513.83

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00-8020	Planning	76.17

B00 TOTAL	General Fund Part Town	76.17
DA0-5130	Machinery	123,393.13
DA0-5140	Brush & Weeds	591.99
DA0-5142	Snow Removal	51,442.49

DA0 TOTAL	Highway Fund Townwide	175,427.61

** TOTAL **		183,017.61

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	126.25

A00 TOTAL	General Fund Townwide	126.25

** TOTAL **		126.25

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1220	Supervisor	1,650.00
A00-1640	Central Garage	2,300.39
A00-1950	Special Items	583.82
A00-3120	Police	26,030.11
A00-9061	Employee Benefits	2,250.00

A00 TOTAL	General Fund Townwide	32,814.32
B00-3620	Codes Enforcement	25.00

B00 TOTAL	General Fund Part Town	25.00
SR1-8160	Refuse	209,344.21

SR1 TOTAL	Manlius Res Trash Dist	209,344.21
SR2-8160	Refuse	26,379.17

SR2 TOTAL	Manlius Res Brush Dist	26,379.17

** TOTAL **		268,562.70

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1220	Supervisor	1,599.42
A00-1620	Buildings	7,880.84

A00 TOTAL	General Fund Townwide	9,480.26

** TOTAL **		9,480.26

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	1,733.20
A00-3120	Police	1,508.24
A00-5010	Transportation	100.00
A00-5132	Garage	936.00

A00 TOTAL	General Fund Townwide	4,277.44
DA0-5130	Machinery	3,449.90
DA0-5142	Snow Removal	1,473.93

DA0 TOTAL	Highway Fund Townwide	4,923.83

** TOTAL **		9,201.27