

Town Board Meeting

Agenda

April 23, 2025

6:30 PM

1. Virtual Meeting Instructions - April 23, 2025

Documents:

[04-23-25 VIRTUAL MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Public Hearing - Bond Resolution Highway Department Additions And Renovations

Documents:

[BOND RESOLUTION - HIGHWAY GARAGE.PDF](#)

5. OCWA- Proposed Hydrant And 6" Fire Service To Peregrine Senior Living

Documents:

[OCWA HYDRANT REQUEST.PDF](#)
[2025 4 21 OCWA PERMIT.PDF](#)

6. Town Highway Permit - OCWA 2025 Cleaning And Lining - Southwood Water District

Documents:

[2025 4 21 OCWA PERMIT CLEANING AND LINING TOM.PDF](#)

7. Town Highway Department - Truck 12 Equipment

8. Town Highway Department - Surplus Vehicles

- 1995 International Crew Cab with 53,617 miles
- 2014 Ford F350 Pickup with 123,129 miles
- 2025 Ford F350 Pickup with 99,379 miles

9. Decommissioning Agreement - Solar Project - 7869 Peck Rd

Documents:

[NYSOLAR07 DECOM BOND FOR TOWN OF MANLIUS NY - FINAL.PDF](#)
[TOWN OF MANLIUS - DECOMMISSIONING AGREEMENT - FINAL.PDF](#)
[10. APPENDIX G - DRP \(DECOM AND REMOVAL PLAN\).PDF](#)
[DECOM ESTIMATE 1-11-2023.PDF](#)

10. Hope For Heather Teal Ribbon Run - Agreement

Documents:

[2025 TMPD.HOPE4HEATHER.MINOA - DRAFT COPY.PDF](#)

11. Public Assembly Permit - School Of Rock

Documents:

[SCHOOL OF ROCK - PUBLIC ASSEMBLY LETTER.PDF](#)
[SCHOOL OF ROCK - OPERATING PERMIT APPLICATION.PDF](#)
[SCREENSHOT 2025-03-21 AT 3.41.48?PM.PDF](#)
[IMAGE 3-21-25 AT 3.40?PM.PDF](#)
[IMAGE 3-21-25 AT 3.43?PM.PDF](#)
[IMAGE 3-21-25 AT 3.44?PM.PDF](#)

12. Cable Franchise Fee Audit Agreement

Documents:

[CABLE FRANCHISE FEE AUDIT AGREEMENT.PDF](#)
[CABLE AUDT LOA.PDF](#)

13. Budget Transfers

Documents:

[BUDGET TRANSFERS.PDF](#)

14. Budget Adjustments

Documents:

[BUDGET ADJUSTMENT.PDF](#)

15. Approval Of Minutes - April 9, 2025

Documents:

[04-09-25 - DRAFT.PDF](#)

16. Approval Abstract #8

Documents:

[ABSTRACT 8.PDF](#)

17. Adjournment



April 23, 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/85152655228?pwd=MQAkA4jbbDFYUFSmsOT9yFpHQedbaa.1>

Password to join when prompted:

Password: 812631

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: 851 5265 5228

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

Password: **812631**

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

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

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

May 14, 2025

A regular meeting of the Town Board of the Town of Manlius, in the County of Onondaga, New York was held at the Town Hall, 301 Brooklea Drive, Fayetteville, New York 13066 in the Board Room at 6:30 o'clock P.M. (Prevailing Time).

There were present: (Board Members)

There were Absent: (Board Members)

Also Present:

The following resolution was offered by [_____] who moved its adoption, and second by [_____] to wit:

BOND RESOLUTION OF THE TOWN OF MANLIUS, ONONDAGA COUNTY, NEW YORK, ADOPTED ON MAY 14, 2025, AUTHORIZING A CAPITAL IMPROVEMENT PROJECT AT AN ESTIMATED MAXIMUM COST OF \$5,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF UP TO \$5,000,000 BOND ANTICIPATION NOTES AND SERIAL BONDS OF THE TOWN TO PAY THE COST THEREOF.

WHEREAS, the Town Board of the Town of Manlius has determined that it is necessary for the Town to undertake a capital improvement project (the “Project”) consisting of renovations, reconstruction, alterations and improvements to the Town’s existing Highway Garage located at 5970 Clemons Road, in the Village of East Syracuse, New York to include (i) renovating approximately 2,711 square feet of the existing 30,000 square foot building, (ii) an approximately 8,115 square foot addition to accommodate parts and maintenance with three repair bays and one parts bay for wet floodproofing, (iii) an approximately 2,450 square foot addition of an office and locker room and conference room, and (iv) additional sitework including asphalt pavement, concrete sidewalk, landscaping, fencing, and clearing vegetation (collectively, the “Project”); and

WHEREAS, the Town of Manlius (the “Town”), is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), Environmental Conservation Law Section 8-0101, et seq., and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); and

WHEREAS, by resolution adopted by the Town on April 9, 2025, the Town Board (i) preliminarily classified the Project as an “Unlisted” action for purposes of the Regulations, (ii) stated its intention to serve as lead agency and conduct a coordinated review for the Project, and (iii) directed the Town’s administration to circulate notice to all involved agencies of the Town’s intention to act as lead agent in connection with a coordinated environmental review of the Project, together with a copy of a short form Environmental Assessment Form (“EAF”) that was prepared by Schopfer Architects LLP (“Schopfer Architects”) on behalf of the Town to facilitate a review of the potential environmental impacts of the Project; and

WHEREAS, on April 10, 2025, a notice was transmitted to all involved agencies of the Town Board’s desire to act as lead agency with respect to the environmental review of the Project and, following expiration of the applicable notice period, no agency has objected to the designation of the Town Board as lead agency with respect to the environmental review of the Project; and

WHEREAS, following review of the EAF and careful consideration of the nature and scope of the Project and the criteria contained in the Regulations, the Town Board, by resolution adopted heretofore on May 14, 2025 (i) declared itself lead agency with respect to the environmental review of the Project, (ii) determined that the Project will not result in a potential significant adverse impact on the environment, and (iii) issued a Negative Declaration pursuant to SEQRA; and

WHEREAS, the Town Board now desires to authorize the Project and financing of the cost thereof.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF MANLIUS, ONONDAGA COUNTY, NEW YORK (by favorable vote of not less than two thirds of said Board), AS FOLLOWS:

Section 1. Undertaking a capital improvement project consisting of renovations, reconstruction, alterations and improvements to the Town's existing Highway Garage located at 5970 Clemons Road, in the Village of East Syracuse, New York to include (i) renovating approximately 2,711 square feet of the existing 30,000 square foot building, (ii) an approximately 8,115 square foot addition to accommodate parts and maintenance with three repair bays and one parts bay for wet floodproofing, (iii) an approximately 2,450 square foot addition of an office and locker room and conference room, and (iv) additional sitework including asphalt pavement, concrete sidewalk, landscaping, fencing, and clearing vegetation, and the financing of the cost thereof, at a maximum estimated cost of \$5,000,000, including all professional costs, equipment, machinery and other necessary appurtenances and all other necessary costs incidental thereto, which is estimated to be the total cost thereof, is hereby approved. There are hereby authorized to be issued up to \$5,000,000, or such lesser amount as may be necessary, of serial bonds or any bond anticipation notes, including renewals of such notes, in anticipation of the issuance and sale of the bonds of said Town, pursuant to the provisions of the Local Finance Law and the levy of a tax to pay principal and interest on said obligations, and the application, if and when available, of state and/or federal assistance available or to any revenues available for such purpose from any other source. It is hereby further determined that the period of probable usefulness of the said class of objects or purposes is 15 years pursuant to subdivision 12(a)(2) of paragraph a of Section 11.00 of the Local Finance Law; the maximum maturity of the bonds authorized is limited to 15 years, and the foregoing is not an assessable improvement.

Section 2. The plan for the financing of the aforesaid specific object or purpose is by the application of certain available monies of the Town and the issuance of up to \$5,000,000, or such lesser amount as may be necessary, of serial bonds or any bond anticipation notes, including renewals of such notes, in anticipation of the issuance and sale of the bonds of said Town, hereby authorized to be issued pursuant to the Local Finance Law and the levy of a tax to pay principal and interest on said obligations.

Section 3. The full faith and credit of the Town is hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such years and such debt service payments may be made in substantially level or declining amounts as may be authorized by law.

Section 4. Pursuant to Sections 30.00, 50.00 and 56.00 to 60.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell the serial bonds and any bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Town Supervisor, the chief fiscal officer. Such bonds or notes shall be of such form and contents, and shall be sold in such manner, as may be prescribed by said Town Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The Town Supervisor is hereby further authorized, at his sole discretion, to execute all agreements and instruments in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town.

Section 6. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and/or notes without resorting to further action of this Town Board.

Section 7. The following additional matters are hereby determined and declared:

- (a) Current funds are required by the Local Finance Law to be provided prior to the issuance of the bonds and any notes issued in anticipation thereof authorized by this resolution; and
- (b) The proposed maturity of the bonds authorized by this resolution shall exceed five (5) years.
- (c) The Town reasonably expects to reimburse itself for expenditures made for the Project from the Town's General Account with the proceeds of the bonds or notes herein authorized.
- (d) This resolution is a declaration of official intent to reimburse for purposes of Treasury Regulation Section 1.150-2.

Section 8. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Manlius, Onondaga County, New York, by the manual or facsimile signature of the Town Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and maybe attested to by the manual or facsimile signature of the Town Clerk.

Section 9. The Town hereby covenants and agrees with the holders from time to time of the Bonds and any bond anticipation notes issued in anticipation of the sale of the Bonds, that the Town will faithfully observe and comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any proposed or final regulations issued pursuant thereto unless, in the opinion of bond counsel, such compliance is not required by the Code and regulations to maintain the exclusion from gross income of interest on said obligations for federal income tax purposes.

Section 10. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds with a schedule of substantially level or declining annual

debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Town Supervisor providing for the manual countersignature of a fiscal agent or of a designated Official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Town Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Town Supervisor shall determine.

Section 11. The law firm of WJ Marquardt PLLC is hereby appointed bond counsel to the Town in relation to the issuance of the Bonds.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall be subject to permissive referendum and a summary hereof shall be published and posted within ten (10) days of adoption by the Town Clerk as provided by the Town Law. This Resolution shall become effective 30 days after adoption. Following such effective date, in the event that no petition for a referendum was timely submitted and filed, the Town Clerk shall cause the publishing and posting of a notice in substantially the form provided in Section 81.00 of the Local Finance Law together with a summary of this Bond Resolution.

The foregoing resolution was duly put to a vote which resulted as follows:

BOARD MEMBER

VOTE

The resolution was thereupon declared duly adopted.

CERTIFICATE

I, the undersigned Town Clerk of the Town of Manlius, Onondaga County, State of New York, HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of a meeting of the Town Board of said Town including the resolution contained therein, held on May 14, 2025, with the original thereof on file in my office, and that the same is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law) proper notice was given relative to said meeting and said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Manlius, Onondaga County, New York, this __ day of May, 2025.

Carrie A. Grevelding, Town Clerk

[SEAL]



200 NORTHERN CONCOURSE
P.O. BOX 4949
SYRACUSE, NY 13221-4949

Central New York's Water Authority
www.ocwa.org

PHONE: (315) 455-7061
FAX: (315) 455-8510

April 4, 2025

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

Re: OCWA Project No. 9004136
Install Hydrant and 6" Fire Service to Peregrine Senior Living
Town of Manlius

Dear Mr. Deer:

Enclosed please find Map File No.1502 sheet 1 showing proposed hydrant # 15235 in the existing O536- North Burdick Water Supply District for your review.

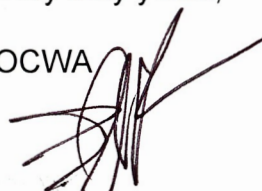
If the above hydrant meets with your approval, we request that the Town Board duly approve it. Sign and insert date on the enclosed three (3) Applications for Fire Hydrants. Return two (2) copies to our office and retain one (1) copy for your files.

The Developer, Peregrine Senior Living, will pay for the hydrant installation in conjunction with the 6" Fire Service installation. The Town will be notified when the hydrant is in service, and they will be billed the annual hydrant maintenance rate, which is currently \$92.96 per hydrant per annum.

Thank you for your attention to this matter.

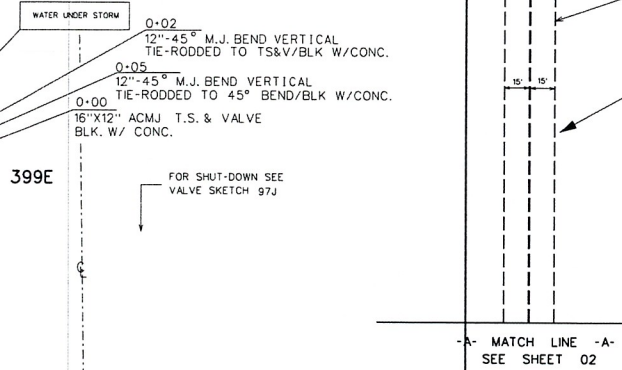
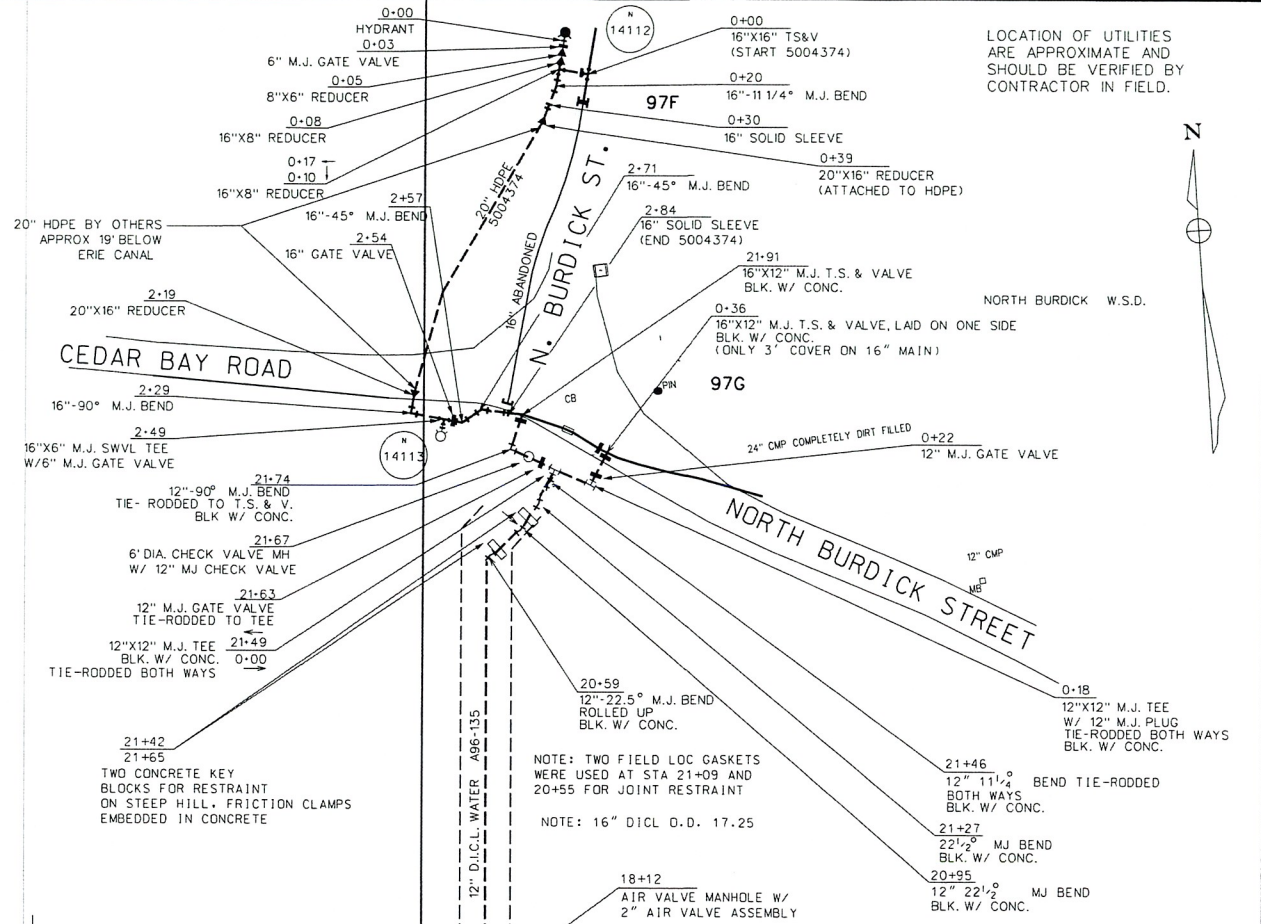
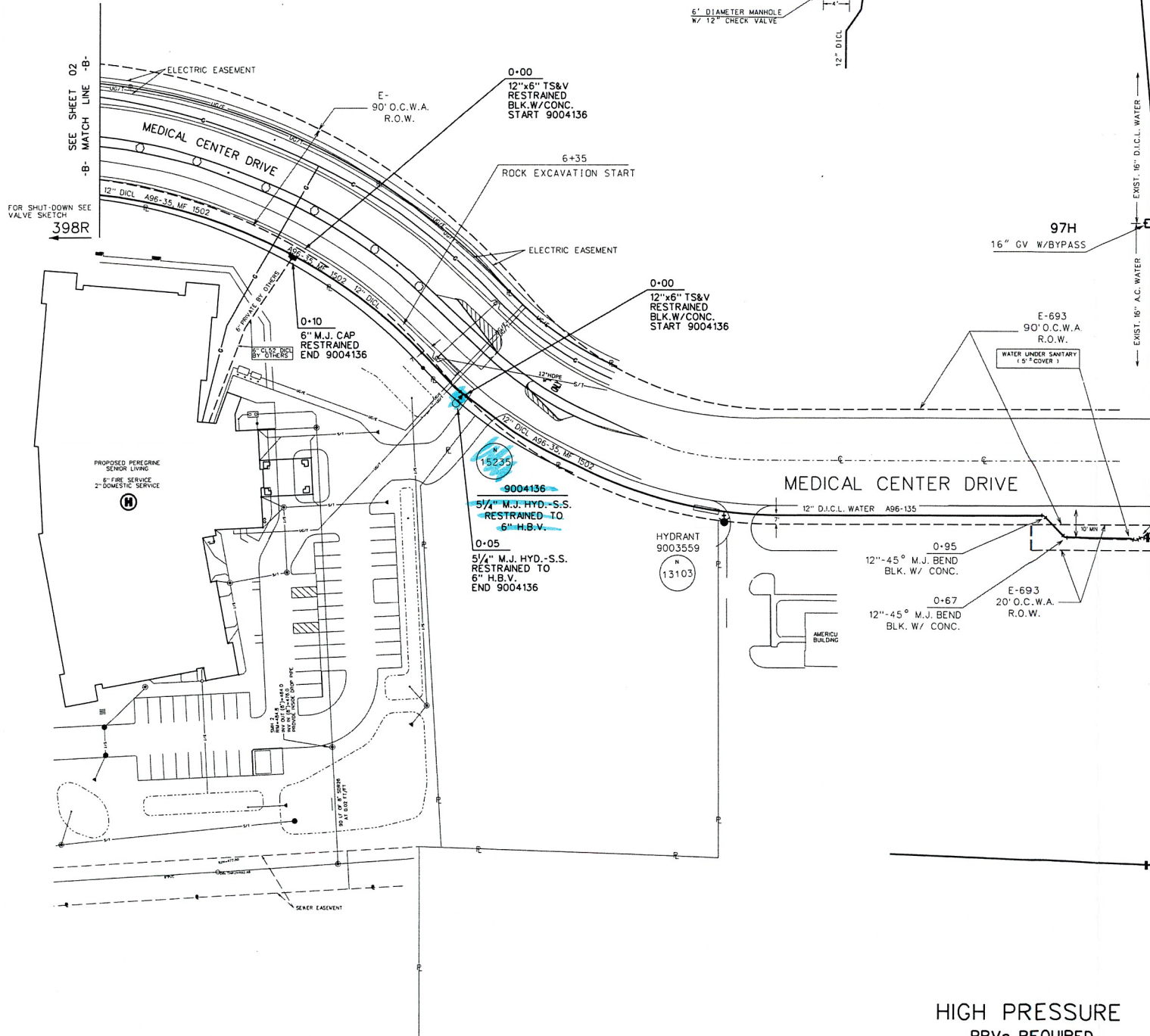
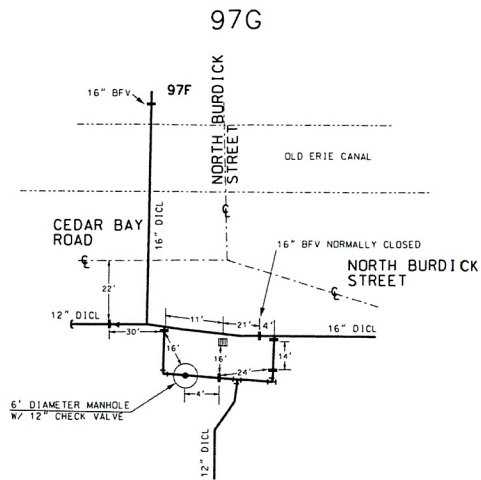
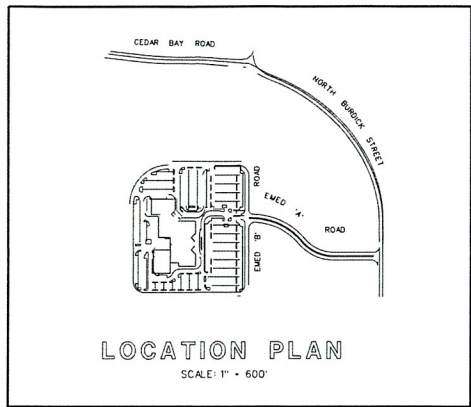
Very truly yours,

OCWA


Patrick Sherlock, P.E., B.C.E.E.
Engineering Manager

PS:ng

cc: Project # 9004136
Accounting 9004136
DH
Hyd File #13
Enc. M.F.1502
3 Applications for Fire Hydrant
Billing Symbol – GOMR



285P

HIGH PRESSURE
PRVs REQUIRED

Ⓜ - HIGH PRESSURE PRV REQUIRED



PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836

6/5/23

DATE

DESIGN DRAWING

THIS DRAWING IS INTENDED FOR CONSTRUCTION.
SEE RECORD DRAWING WHEN COMPLETE.
FOR AS BUILT INFORMATION.

ALL POLYWRAPPED

LEGEND

- EXISTING WATER MAINS & HYDRANTS
- WATER MAINS & HYDRANTS INSTALLED UNDER
A96-135, A96-136, A96-137, J02143 & 9004136
M.E.C. 6" DOM 8" F.S. HYD. 6" F.S.
- HYDRANT THREAD CODE
HYDRANT NUMBER
- 1- 20' LENGTH OF 8 MIL POLYWRAP W/ BOTH ENDS
SEALED W/TAPE, TO ENCASE WATER MAIN 10' EACH
SIDE OF CATCH BASIN WHEN THERE IS LESS THAN A
10' SEPARATION BETWEEN WATER AND STORM.
- WATER SERVICE & CURB BOX.
- STORM SEWER W/ CATCH BASINS
- SANITARY SEWER W/ MANHOLES
- GAS MAIN
- UNDERGROUND ELECTRIC CABLE
- UNDERGROUND TELEPHONE CABLE
- SEWER FORCE MAIN
- POINT OF TANGENT, PROPERTY LINE, MONUMENT & IRON PIPE
- CENTERLINE OF ROAD

SHEET NO. 01
MANLIUS CONSOLIDATED WATER DISTRICT '400' Pg. 057-07

REVISION	DATE	BY
PLAN APPROVED	9/08	RAC
REV. SAN. & WATER	01/09	RAC
STA. 0+00 TO 0+90		
PLAN APPROVED	01/09	RAC
AS BUILT	01/09	DWL
AS BUILT 9003559 HYD 1303	1-19-12	SS
AS BUILT 5004374	7-05-16	TJD
9004136 PLAN APPROVED	6/5/23	RS

NORTHERN CONCOURSE PO BOX 9 SYRACUSE, NY 13211

12" EXTENSION
EAST MEDICAL CENTER
NORTH BURDICK ST.
TOWN OF MANLIUS

DESIGN JVD
DRAWN RAC
CHECKED PJP
DATE 07/25/96

SCALE: 1" = 50'
FILE NO. A96-135 A96-136
A96-137 J02143

MAP FILE
1502
TRACT MAP
292

Permit Issued Under Section 149 of the Highway Law

Distribution: 1 copy Municipality
1 copy OCWA - copy to File#8

Project No.:9004136

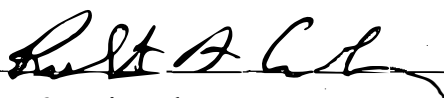
The undersigned, the Town Superintendent of Highways of the Town of Manlius, County of Onondaga, upon the written application of ONONDAGA COUNTY WATER AUTHORITY, dated on the _____ day of _____, _____, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to install 6" Fire Service and Hydrant at Peregrine Senior Living, Town of Manlius, as shown on the attached map entitled: Install 6" Fire Service and one Hydrant as shown on the OCWA map entitled: 12" Extension East Medical Center North Burdick Street, Town of Manlius. Map file #1502 sheet 1, dated 07/25/1996, with plan-approved date of 04/04/2025.

Note: All affected pavement to be repaired / replaced.

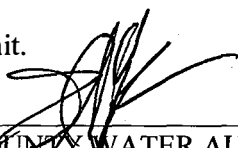
This permit is granted subject to the following conditions:

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 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.
7. If the road upon which this permit is issued is at the time of 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.
8. The undersigned applicant agrees to accept full responsibility and liability because of said work and further agrees to save the Town of _____ and the County of _____ free from any and all responsibility and liability thereof.

Dated this 11)
Day of MAY 2025)


Town Superintendent

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

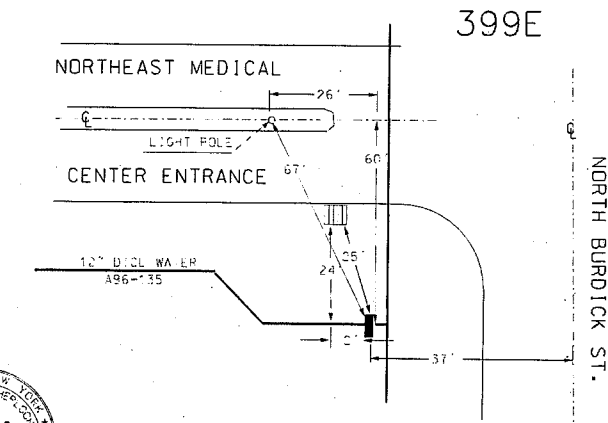

ONONDAGA COUNTY WATER AUTHORITY
Patrick Sherlock, P.E., Engineering Manager

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

Dated this _____)
Day of _____) Supervisor

_____) Justices of
_____) the Peace
_____)

Dated this _____)
Day of _____)
County Superintendent



LOCATION OF UTILITIES
ARE APPROXIMATE AND
SHOULD BE VERIFIED BY
CONTRACTOR IN FIELD.

DESIGN DRAWING

THIS DRAWING IS INTENDED FOR CONSTRUCTION.
SEE RECORD DRAWING WHEN COMPLETE,
FOR AS BUILT INFORMATION.

ALL POLYWRAPPED

LEGEND

- EXISTING WATER MAINS & HYDRANTS
- WATER MAINS & HYDRANTS INSTALLED UNDER
A65-125, A96-136, A98-127, J02413 & 9304-36
M.E.C. 6" DOW 8" F.S. HYD. H-B
6" F.S.
- HYDRANT THREAD CODE
HYDRANT NUMBER
- 1'-0" LENGTH OF 8 MIL POLYWRAP W/ BOT' ENDS
SEALED W/ TAPE, TO ENCASE WATER MAIN CATCH
SIDL OF CATCH BASIN WHEN THERE IS LESS THAN A
10' SEPARATION BETWEEN WATER AND STORM.
- WATER SERVICE & CURB BOX
- STORM SEWER W/ CATCH BASINS
- SANITARY SEWER W/ MANHOLES
- GAS MAIN
- UNDERGROUND ELECTRIC CABLE
- UNDERGROUND TELEPHONE CABLE
- SEWER FORCE MAIN
- POINT OF TANGENT, PROPERTY LINE, MONUMENT & IRON PIPE
CENTRELINE OF ROAD

SHEET NO. 01

MANLIUS CONSOLIDATED WATER DISTRICT ' 400 ' Pg. 057-07

RE VIEW	24 11	RY			NORTHERN CONCOURSE		PO BOX 9	SYRACUSE, NY 13211
PLAN APPROVED	2/26/82	FMC	12" EXTENSION EAST MEDICAL CENTER NORTH BURDICK ST. TOWN OF MANLIUS					
REV SPAL & WATER C/O D-D-R-U	2/12/82	FMC						
PLAN APPROVED	2/26/82	FMC						
AS BUILT	2/20/82	OW						
AS BUILT 202525 IMPD 13.02	1/16/82	SS						
AS BUILT 200474	7/25/81	JUN						
2024156 PLAN APPROVED								
DESIGN	JVD	SCALE = 1" = 50'	KAP FILE					
DRAWN	RAC		1502					
CHECKED	PJP	FILE NO. A96-135	A96-136					
DATE	2/27/82	496-132	102143					
			292					

HIGH PRESSURE
PRVs REQUIRED



• HIGH PRESSURE PRV REQUIRED



PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836

DATE _____

Permit Issued Under Section 149 of the Highway Law

Distribution: 1 copy Municipality
1 copy OCWA - copy to File#8

Project No.: 4250015

The undersigned, the Town Superintendent of Highways of the Town of Manlius, County of Onondaga, upon the written application of ONONDAGA COUNTY WATER AUTHORITY, dated on the _____ day of _____, _____, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to cleaning and lining at the Southwood Water District, Town of Manlius, as shown on the attached map entitled: **2025 Cleaning and Lining, Town of Manlius**, Map File #1993 sheets 1-5, dated 01/31/2024 with a plan-approved date of 03/31/2025.

Note: All affected pavement to be repaired / replaced.

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 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.
7. If the road upon which this permit is issued is at the time of 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.
8. The undersigned applicant agrees to accept full responsibility and liability because of said work and further agrees to save the Town of _____ and the County of _____ free from any and all responsibility and liability thereof.

Dated this 4-8-2025)
Day of _____)
Town Superintendent

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

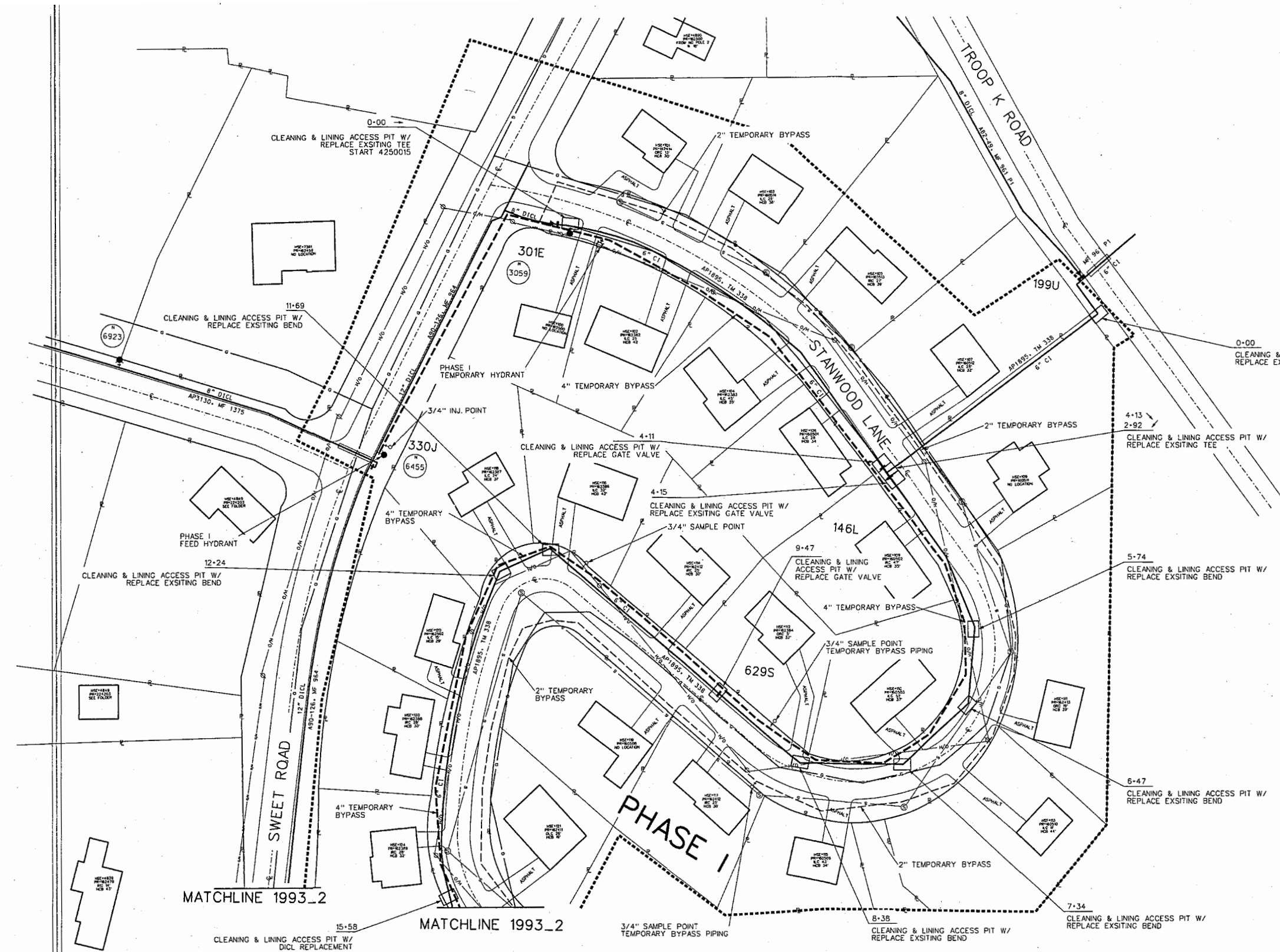
Patrick Sherlock
ONONDAGA COUNTY WATER AUTHORITY
Patrick Sherlock, P.E., Engineering Manager

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

Dated this _____) Supervisor
Day of _____)
Justices of
the Peace

Dated this _____)
Day of _____)
County Superintendent

PHASE I
FEED HYDRANTS 6455 & 3056
PHASE II
FEED HYDRANTS 6453 & 3058
TEMPORARY WATER CONNECTION
FITTING SUPPLIED BY CONTRACTOR



PRESSURE CHECK	
SUPPLY TDH (HIGHEST) - 785'	SUPPLY TDH (LOWEST) - 785'
GROUND ELEV. (LOWEST) - 530'	GROUND ELEV. (HIGHEST) - 668'
FEET OF HEAD - 255' x .43	FEET OF HEAD - 90' x .43
HIGHEST PRESSURE - 109.6 PSI	LOWEST PRESSURE - 41 PSI

Legend for utility symbols:

- OVERHEAD ELECTRIC
- TEMPORARY BYPASS PIPING
A4250015-4"
- TEMPORARY BYPASS PIPING
A4250015-2"
- EXISTING WATER MAINS & HYDRANTS
- 9999
HYDRANT THREAD CODE
HYDRANT NUMBER
- GATE VALVE
- WATER SERVICE & CURB BOX.
- STORM SEWER W/ CATCH BASINS
- SANITARY SEWER W/ MANHOLES
- GAS MAIN
- UNDERGROUND ELECTRIC CABLE
- SEWER FORCE MAIN
- MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE
- CENTERLINE OF ROAD
- PHASE BOUNDARY

ALL POLYWRAPPED
DESIGN DRAWING
THIS DRAWING IS INTENDED FOR CONSTRUCTION.
SEE RECORD DRAWING WHEN COMPLETE.
FOR AS BUILT INFORMATION.

L580 - SOUTHTOWN WD '400' Pg. 58-15

REVISION

DATE BY

PLAN APPROVED



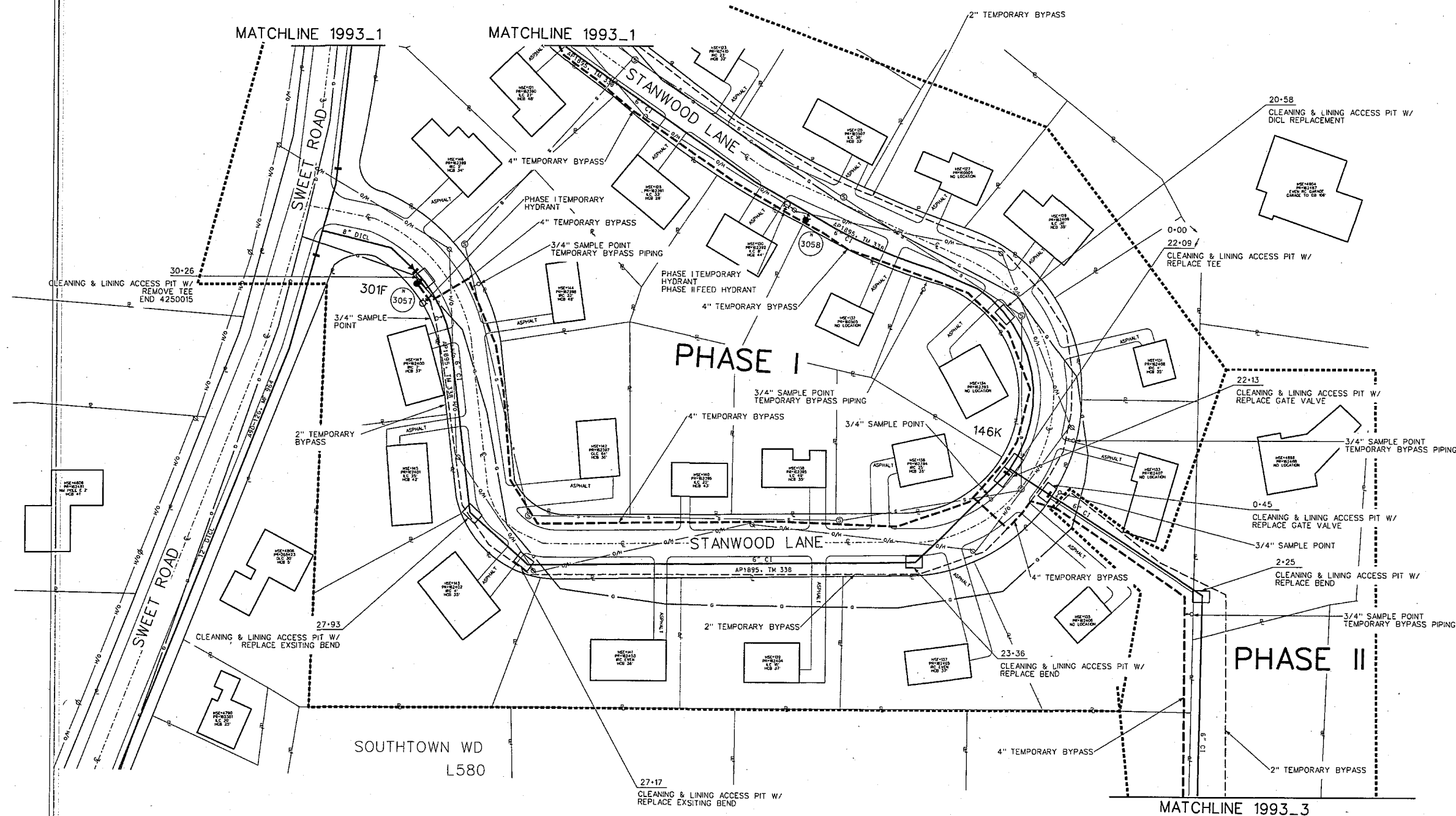
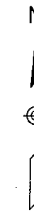
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PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836

2/12/25

DATE

PHASE I
FEED HYDRANTS 6455 & 3056
PHASE II
FEED HYDRANTS 6453 & 3058
TEMPORARY WATER CONNECTION
FITTING SUPPLIED BY CONTRACTOR



PRESSURE CHECK			
SUPPLY TCH HIGHEST	- 785'	SUPPLY TCH LOWEST	- 785'
GROUND ELEV. LOWEST	- 530'	GROUND ELEV. HIGHEST	- 885'
FEET OF HEAD	- 255' x .43	FEET OF HEAD	- 350' x .43
HIGHEST PRESSURE	- 107 PS	LOWEST PRESSURE	- 41 PS

LEGEND

- 0/H OVERHEAD ELECTRIC
- TEMPORARY BYPASS PIPING A42500S-4"
- TEMPORARY BYPASS PIPING A42500S-2"
- EXISTING WATER MAINS & HYDRANTS
- 9999 HYDRANT THREAD CODE HYDRANT NUMBER
- GATE VALVE
- WATER SERVICE & CURB BOX
- STORM SEWER W/ CATCH BASINS
- SANITARY SEWER W/ MANHOLES
- GAS MAIN
- UNDERGROUND ELECTRIC CABLE
- SEWER FORCE MAIN
- MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE
- CENTERLINE OF ROAD
- PHASE BOUNDARY

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SHEET 2

L580 - SOUTHTOWN WD '400' Pg. 58-15

REVISION	DATE BY	 NORTHERN CONCOURSE PO BOX 4949 SYRACUSE, NY 13211	
PLAN APPROVED	2/12/25 JMS		
		CLEANING & LINING	
		2025 CLEANING & LINING	
		TOWN OF MANLIUS	
DESIGN	MJB	SCALE :	MAP FILE
DRAWN	MJB	1" = 50'	1993
CHECKED	RDD	FILE No.	TRACT MAP
DATE	01/31/24	4250015	



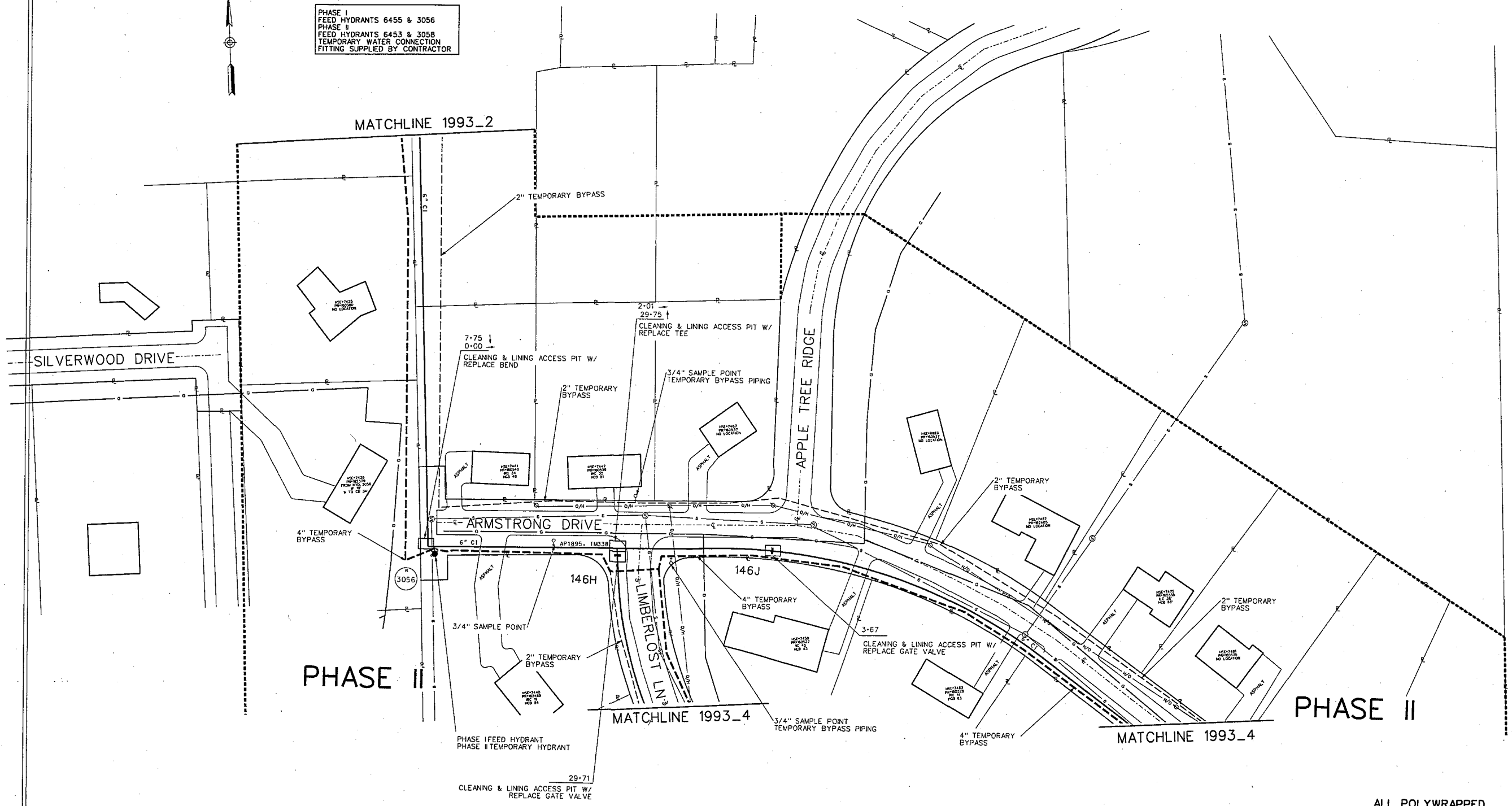
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THE NEW YORK STATE EDUCATION LAW.

PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836

2/12/25
DATE

ARE APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR IN FIELD.

PHASE I
FEED HYDRANTS 6455 & 3056
PHASE II
FEED HYDRANTS 6453 & 3058
TEMPORARY WATER CONNECTION
FITTING SUPPLIED BY CONTRACTOR



PHASE II

PHASE II

PRESSURE CHECK

SUPPLY TOW HIGHEST - 78'	SUPPLY TOW LOWEST - 78'
GROUND ELEV. LOWEST - 530'	GROUND ELEV. HIGHEST - 688'
FEET OF HEAD - 250' V. 43'	FEET OF HEAD - 98' V. 43'
HIGHEST PRESSURE - 50.8 PSI	LOWEST PRESSURE - 41.5 PSI

- | | | | |
|------------|---------------------------------|-------------|---|
| --- 4" --- | TEMPORARY BYPASS PIPING | --- O/H --- | OVERHEAD ELECTRIC |
| --- 4" --- | TEMPORARY BYPASS PIPING | --- S --- | STORM SEWER W/ CATCH BASINS |
| --- 4" --- | TEMPORARY BYPASS PIPING | --- S --- | SANITARY SEWER W/ MANHOLES |
| --- 4" --- | EXISTING WATER MAINS & HYDRANTS | --- G --- | GAS MAIN |
| --- 4" --- | HYDRANT THREAD CODE | --- U/E --- | UNDERGROUND ELECTRIC CABLE |
| --- 4" --- | HYDRANT NUMBER | --- F/M --- | SEWER FORCE MAIN |
| --- 4" --- | GATE VALVE | --- M/P --- | MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE |
| --- 4" --- | WATER SERVICE & CURB BOX | --- C --- | CENTERLINE OF ROAD |
| --- 4" --- | | --- P --- | PHASE BOUNDARY |



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PATRICK M. SHERLOCK
N.Y.S. P.E. LIC. NO. 091836
2/12/25
DATE

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SHEET 3

L580 - SOUTHTOWN WD '400' Pg. 58-15

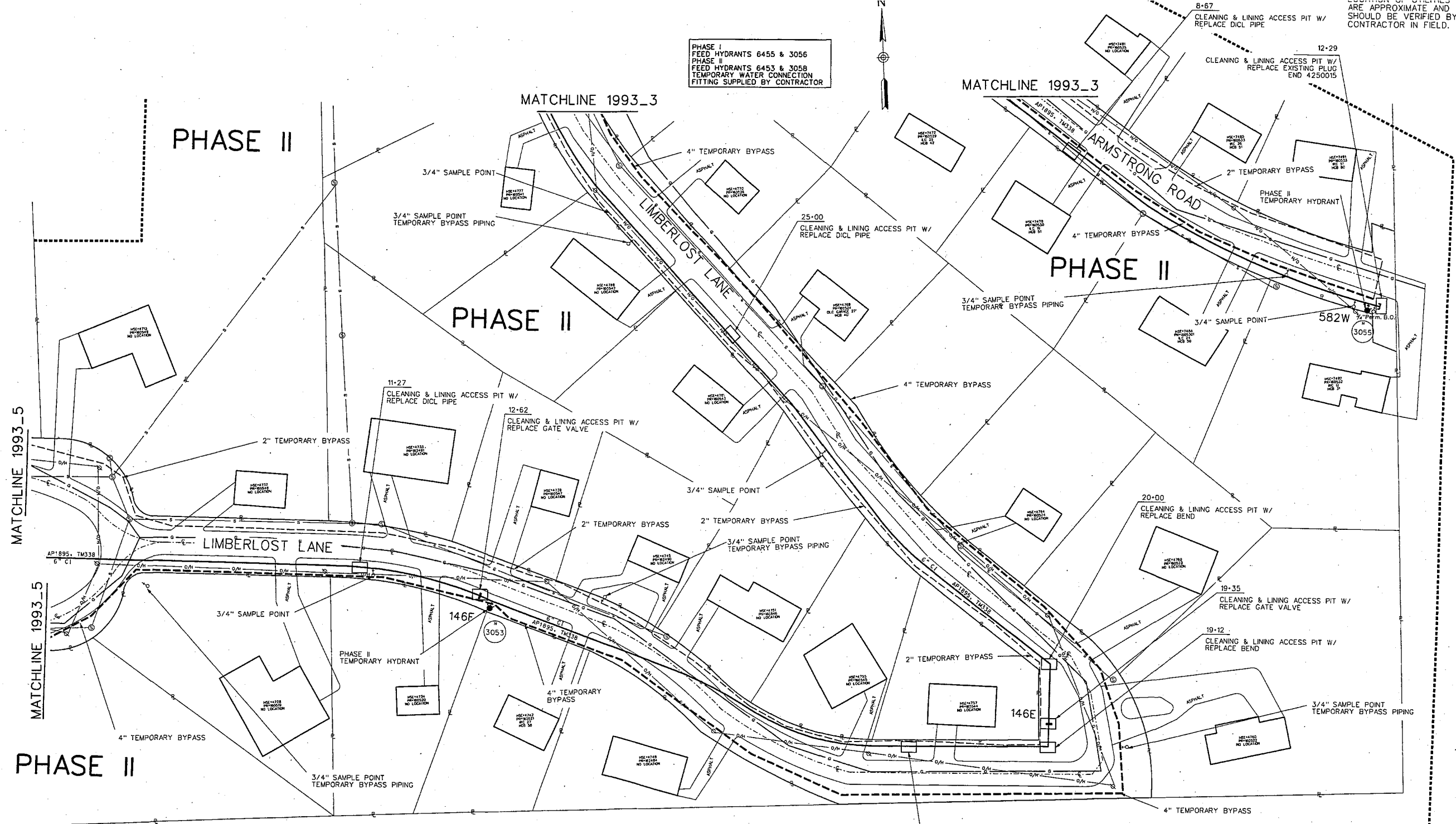
REVISION	DATE	BY
PLAN APPROVED	2/12/25	PMJ

OCWA
NORTHERN CONCOURSE PO BOX 4948 SYRACUSE, NY 13211

CLEANING & LINING
2025 CLEANING & LINING

TOWN OF MANLIUS

DESIGN	MJB	SCALE	1" = 50'	MAP FILE	1993
DRAWN	MJB				
CHECKED	RDD	FILE NO.	4250015	TRACT MAP	
DATE	01/31/25				



PHASE I
FEED HYDRANTS 6455 & 3056
PHASE II
FEED HYDRANTS 6453 & 3058
TEMPORARY WATER CONNECTION
FITTING SUPPLIED BY CONTRACTOR

PHASE II

PHASE II

PHASE II

MATCHLINE 1993_5

MATCHLINE 1993_5

MATCHLINE 1993_3

PHASE II

PRESSURE CHECK	
SUPPLY TON (HIGHEST) - 780 GROUND ELEV. (LOWEST) - 530 FEET OF HEAD - 250 X 43 HIGHEST PRESSURE - 100 & PSI LOWEST PRESSURE - 41 PSI	SUPPLY TON (LOWEST) - 765 GROUND ELEV. (HIGHEST) - 580 FEET OF HEAD - 95 X 43 LOWEST PRESSURE - 41 PSI

- | | |
|---|--|
| <ul style="list-style-type: none"> TEMPORARY BYPASS PIPING A4250015-4" TEMPORARY BYPASS PIPING A4250015-2" EXISTING WATER MAINS & HYDRANTS HYDRANT THREAD CODE
HYDRANT NUMBER GATE VALVE WATER SERVICE & CURB BOX | <ul style="list-style-type: none"> O/M OVERHEAD ELECTRIC S S S STORM SEWER W/ CATCH BASINS S S S SANITARY SEWER W/ MANHOLES G GAS MAIN U/E UNDERGROUND ELECTRIC CABLE FM SEWER FORCE MAIN MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE C CENTERLINE OF ROAD P PHASE BOUNDARY |
|---|--|



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PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836 DATE 2/12/25

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DESIGN DRAWING

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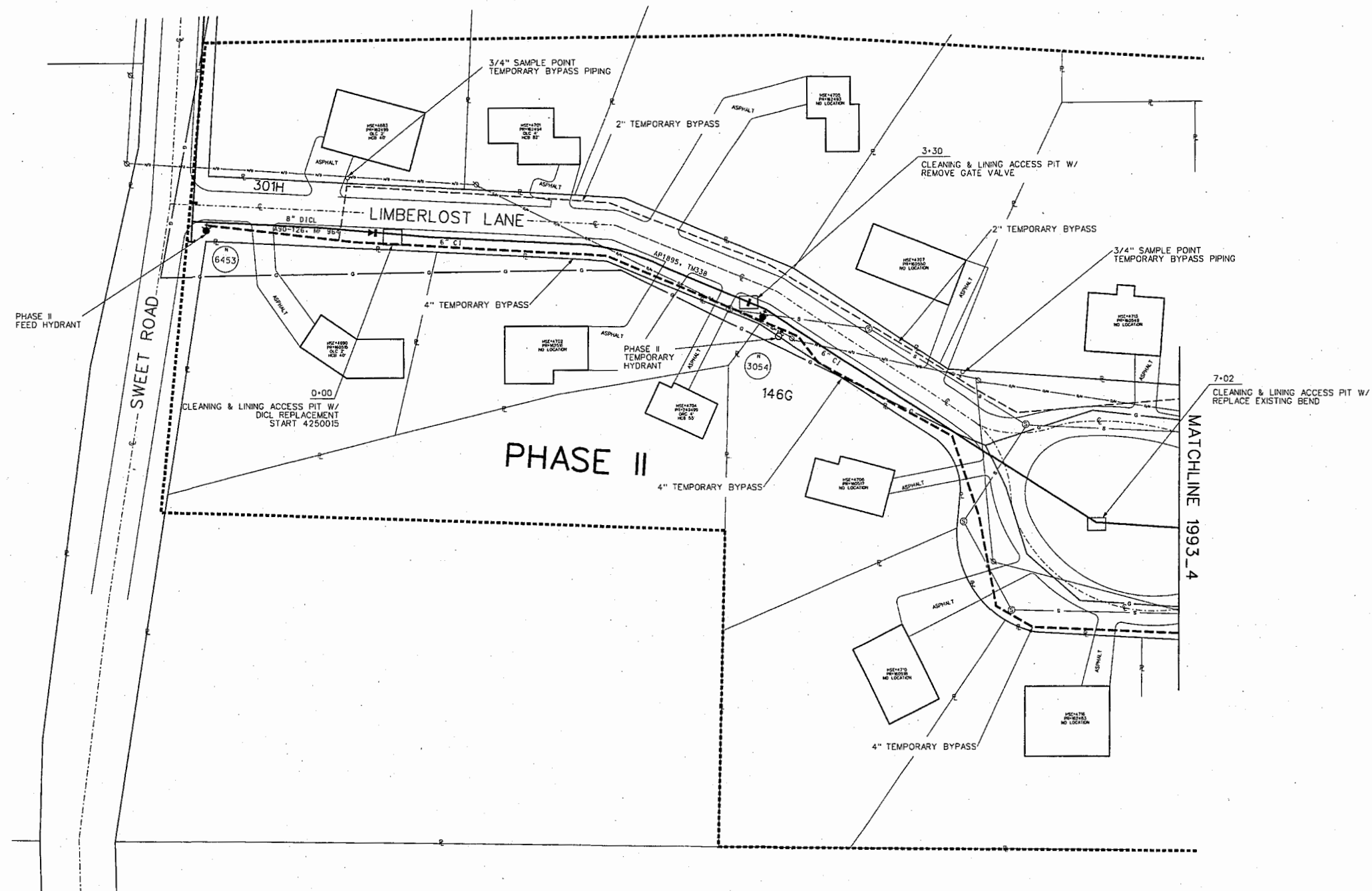
SHEET 4

L580 - SOUTHTOWN WD '400' Pg. 58-15

REVISION	DATE	BY
PLAN APPROVED	2/12/25	PM

OCWA NORTHERN CONCOURSE PO BOX 4949 SYRACUSE, NY 13211	
CLEANING & LINING	
2025 CLEANING & LINING	
TOWN OF MANLIUS	
DESIGN MJB	SCALE: 1" = 50'
DRAWN MJB	MAP FILE 1993
CHECKED RDD	FILE NO. 4250015
DATE 01/31/25	TRACT MAP

PHASE I
FEED HYDRANTS 6455 & 3056
PHASE II
FEED HYDRANTS 6453 & 3058
TEMPORARY WATER CONNECTION
FITTING SUPPLIED BY CONTRACTOR



PRESSURE CHECK	
SUPPLY TDH (HIGHEST) - 785'	SUPPLY TDH (LOWEST) - 785'
GROUND ELEV. (LOWEST) - 530'	GROUND ELEV. (HIGHEST) - 689'
FEET OF HEAD - 255' ± .43	FEET OF HEAD - 86' ± .43
HIGHEST PRESSURE - 109.6 PSI	LOWEST PRESSURE - 41 PSI

LEGEND

-
- Diagram illustrating various utility symbols and their corresponding descriptions:
- OVERHEAD ELECTRIC**: Symbol showing a line with cross-ticks.
 - TEMPORARY BYPASS PIPING**: Symbol showing a dashed line with a circle and cross-ticks.
 - TEMPORARY BYPASS PIPING**: Symbol showing a dashed line with a circle and cross-ticks.
 - EXISTING WATER MAINS & HYDRANTS**: Symbol showing a solid line with a circle and cross-ticks.
 - HYDRANT THREAD CODE**: Symbol showing a circle with the number 9999.
 - HYDRANT NUMBER**: Symbol showing a circle with the number 9999.
 - GATE VALVE**: Symbol showing a line with a cross-tick.
 - WATER SERVICE & CURB BOX**: Symbol showing a line with a cross-tick.
 - STORM SEWER W/ CATCH BASINS**: Symbol showing a line with a cross-tick.
 - SANITARY SEWER W/ MANHOLES**: Symbol showing a line with a cross-tick.
 - GAS MAIN**: Symbol showing a line with a cross-tick.
 - UNDERGROUND ELECTRIC CABLE**: Symbol showing a line with a cross-tick.
 - SEWER FORCE MAIN**: Symbol showing a line with a cross-tick.
 - MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE**: Symbol showing a line with a cross-tick.
 - CENTERLINE OF ROAD**: Symbol showing a line with a cross-tick.
 - PHASE BOUNDARY**: Symbol showing a line with a cross-tick.

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SHEET 5

L580 - SOUTHTOWN WD '400' Pg. 58-15



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THE NEW YORK STATE EDUCATION LAW.

PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836

2/12/25
DATE

REVISION	DATE	BY			
PLAN APPROVED	2/16/87	PMG			
			NORTHERN CONCOURSE PO BOX 4949 SYRACUSE, NY 13211		
			CLEANING & LINING		
			2025 CLEANING & LINING		
			TOWN OF MANLIUS		
DESIGN	MJB		SCALE :	1" = 50'	MAP FILE
DRAWN	MJB				1993
CHECKED	RDD		FILE No.	4250015	TRACT MAP
DATE	01/31/24				

ANNUALLY RENEWABLE SITE DECOMMISSIONING BOND
BOND #

KNOW ALL MEN BY THESE PRESENTS: That NYSOLAR07 LLC (hereinafter called the “Principal”), and Endurance Assurance Corporation (hereinafter called the “Surety”), are held and firmly bound unto Town of Manlius, New York (hereinafter called the “Obligee”), in the full and just sum of Six Hundred Seventy Seven Thousand Two Hundred Twenty Four and 93/100 Dollars (\$677,224.93), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal proposes to develop 5 MW AC Ground-Mounted Solar Generating Facility located at 7869 Peck Road, Kirkville, NY 13802 (hereinafter called the “Project”); and

WHEREAS, the said Principal has been granted Site Plan Approval and a Special Use Permit (the “Permit”) by the Town of Manlius to construct the Project consisting generally of a 5 MW AC ground-mounted photovoltaic and energy storage system with photovoltaic modules, associated cabling, inverters, transformers, and other equipment; and

WHEREAS, pursuant to the Decommissioning Plan and Agreement dated _____ (hereinafter called “Plan”), and as a condition of the Site Plan Approval and Special Use Permit, Principal is required to maintain a decommissioning bond or irrevocable letter of credit to cover the cost of decommissioning the Project; and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the decommissioning obligations of said Plan for a period of one (1) year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every decommissioning obligation in said Plan at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

This bond is for the term beginning _____ and expiring _____ (the “Initial Term”) unless released by the Obligee prior thereto. The bond will automatically renew for a one (1) year period upon the expiration date set forth above and upon each anniversary of such date, unless at least thirty (30) days prior to such expiration date, or prior to any anniversary of such date, Surety provides written notice to both the Obligee and Principal of its intention to non-renew this bond. Except as otherwise provided in Section 1(g) of the Decommissioning Agreement, neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a default by the Principal recoverable by the Obligee under this bond.

1. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. Such notice shall be delivered to the Surety at the following address: Endurance Assurance Corporation, Attn: Surety Claims, 4 Manhattanville Road, Purchase, NY 10577. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Plan and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
2. If Surety does not proceed with its options in the event of default, as provided in Paragraph 5, with reasonable promptness the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If the Surety proceeds as provided in Paragraph 5 in the event of default, and the Obligee refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Obligee shall be entitled to enforce any remedy available to the Obligee.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such matters are a direct result of Principal's actions and required as a result of the conditions set forth in the Permit or for tort liability.
4. All suits, actions on this Bond must be brought within 365 days of the termination of the Permit or Bond, whichever shall occur first.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator, or successors of Obligee.
6. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
7. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Obligee be obligated for the payment thereof; Principal shall bear all responsibility for payment of premiums and costs, also to include any replacement bonds required.
8. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the Plan, then the terms of this bond shall prevail.
9. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

10. The parties agree that any suit or action under this Bond shall be brought in the courts of the State of New York and shall be construed and enforced in accordance with and governed by the law of New York.

Signed and sealed this _____ day of _____, _____.

PRINCIPAL:

NYSOLAR 07 LLC

SURETY:

Endurance Assurance Corporation (seal)

By: Catalyze GBH Developer, LLC
Its: Sole Member

By: _____
Name: LamPhung Ngo Burns
Title: Chief Financial Officer

By: _____
, Attorney-in-Fact

DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this “Agreement”) dated as of _____, 2025 (the “Effective Date”) is made by and among the **TOWN OF MANLIUS**, a duly formed municipal corporation under the laws of the state of New York (the “Town”), with offices at 301 Brooklea Drive, Fayetteville, NY, and **NYSOLAR07 LLC**, a New York limited liability company, with offices at 800 Gessner Rd., Suite 700, Houston, TX 77024 (the “Owner”) and **MARIJANE WARNER**, the record owner of the Property (as defined below), with a mailing address of 7865 Peck Rd., Kirkville, NY 13082, (the “Landowner”). The Town, Owner, and Landowner may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Owner intends to permit, construct, operate and maintain solar energy generating facilities with an aggregate size of approximately 5 Megawatts of alternating-current nameplate capacity that will generate electric power (the “Project”) on a portion of property, more particularly identified hereto, and commonly known as tax map number 042.-01-32.1, or 7869 Peck Road, Kirkville, NY 13082 (the “Property”), such parcel being located within the Town of Manlius, Onondaga County, New York (the then current owner(s) of the Property are referred to under this Agreement as the “Landowner”); and

WHEREAS, the Owner has agreed to submit a final decommissioning plan and Decommissioning Bond (as defined below) providing the Town and Landowner (or any of Landowner's heirs, successors or assigns) with access to funds for the Decommissioning (as defined below) of the Project on the terms and conditions set forth under this Agreement; and

WHEREAS, the Parties now desire to enter into this Agreement and to agree upon the obligation to decommission the Project and the terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning the Project.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other promises and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DECOMMISSIONING BOND - Prior to obtaining a building permit to start physical construction of the Project (the “Bond Start Date”), the Owner (or its successor in title) shall post an annually renewing Decommissioning Bond (the “Decommissioning Bond”), which Decommissioning Bond may be renewed on an annual basis, throughout the operational life of the solar project and until the decommissioning agreement is fully completed, by a rated lending institution or other surety company acceptable to the Town. The Decommissioning Bond shall name the Town as the bonded or benefitted party. Said Decommissioning Bond shall be in the initial amount of **\$677,224.93** (the “Initial Bond Amount”), which represents no less than 150% of the estimated removal cost to Decommission the Project as determined by the Owner and Town’s engineering consultant, and the lending institution or other surety issuing the Decommissioning Bond shall have an AM Best rating of aa or higher. Details of the expected Decommissioning activities and costs are described on the Decommissioning Plan (Attachment 1), which is incorporated herein and made a part hereof.

(a) Upon posting of the Decommissioning Bond, the Owner (or its successor in title) will provide the Town with the original Decommissioning Bond policy and all related documents with contact information for the financial provider.

(b) The Decommissioning Bond will be increased or decreased annually via a continuation certificate to maintain the required decommissioning security. In the event of an increase of the Decommissioning Bond, such increase shall increase the amount of coverage to offset inflation, which shall be determined based on the annual rate of inflation (as determined by the Consumer Price Index as published by the U.S. Bureau of Labor Statistics, utilizing the index for all items less food and energy).

(c) On an annual basis, the Owner or its successor in title to the Project shall be responsible for providing the Town with proof of the renewal or non renewal of the Decommissioning Bond on at least 30 days notice but no earlier than 90 days, prior to the end of the term of the then current Decommissioning Bond. The above obligation of the Owner to provide timely proof of renewal or non renewal of the Decommissioning Bond may be satisfied by the surety, and the surety's providing of timely proof to the Town under this Section shall be deemed to satisfy the Owner's proof requirements under this Section 1c. However, if the surety fails to provide timely proof, the Owner remains responsible for ensuring that such proof is provided. Failure of Owner, or its successor in title, to provide the Town with proof of renewal or non renewal of the Decommissioning Bond as stated above shall be grounds for revocation of any Special Use Permit or Site Plan Approval issued by the Town of Manlius issuance of building code violation, provided that the Town shall have provided prior written notice to Owner of such failure, and Owner shall not have cured such failure within thirty (30) days of receiving written notice.

(d) The Parties agree that the Decommissioning Bond shall be used solely to pay for any Decommissioning costs of the Project pursuant to the terms and conditions of this Agreement. The Town shall have no right to use any portion of the Decommissioning Bond for any reason other than to pay for Decommissioning costs related to the Project pursuant to the terms and conditions of this Agreement and the Decommissioning Plan, and any breach by the Town of the foregoing will be deemed a default under this Agreement, and Owner shall be entitled to pursue injunctive relief or other remedies at law or in equity. Any amount of the Decommissioning Bond that is not used or drawn by the Town pursuant to this Section will be deemed released upon completion of the Decommissioning obligations in accordance with the Decommissioning Plan.

(e) Owner or its successor in title shall have no further payment obligations in connection with Decommissioning during the commercial operation of the Project so long as Owner or its successor in title complied with providing the Decommissioning Bond in accordance with this agreement. Nonetheless, in the event the actual Decommissioning costs exceed the amount covered by the Decommissioning Bond, Owner or its successor in title to this Project shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount covered by the Bond for any reason other than to pay for Decommissioning costs of the Project. The Town shall provide Owner with an accounting including invoices, statements and other written instruments evidencing the Decommissioning costs. If a dispute between Owner and the Town arises out of or in connection with this

Agreement relating to actual Decommissioning costs, the disputing parties shall submit the issue to arbitration. The Parties shall cooperate in good faith to designate a mutually acceptable arbitrator within thirty (30) business days of the dispute being submitted to arbitration. If arbitration is undertaken, the findings of the arbitrator shall be final and binding upon the disputing parties. During the pendency of the arbitration, the parties shall share equally the fees and expenses of the arbitration. In rendering its decision, the arbitrator shall designate the party whose position is substantially upheld as the prevailing party, who shall recover from the other party all reasonable fees, costs and expenses incurred by the prevailing party in connection with such arbitration. Arbitration shall be administered by the American Arbitration Association (“AAA”) and under the Commercial Arbitration Rules of the AAA (the “AAA Rules”) then in effect as of the commencement of the applicable arbitration proceeding. Any arbitration pursuant to this Agreement shall be conducted exclusively in the State of New York.

(f) In the event that the Owner wishes to submit an application with the Town for modification of the Special Use Permit or Site Plan Approval, Owner shall be responsible for obtaining written consent of the Surety issuing the Decommissioning Bond and such approval will be a requirement of such Special Use Permit or Site Plan Approval modification.

(g) In the event Owner does not obtain a Decommissioning Bond renewal, the Owner shall be obligated to seek a replacement security and obtain such replacement security within thirty (30) days from the date the existing surety notifies Owner that the Decommissioning Bond has not been renewed. In the event the Owner does not obtain replacement security, it shall be deemed an uncured event of default and the Town shall have the right to call upon the then current Decommissioning Bond within ten days prior to expiration of its term and use the proceeds of the Decommissioning Bond solely for the purpose of completing Decommissioning of the Project and shall have the right to pursue any and all remedies available to it at law or in equity.

2. DECOMMISSIONING DEFINED – “Decommissioning,” as used in this Agreement shall mean the removal and disposal of all structures, equipment and accessories, including subsurface foundations and all other material, concrete, or debris, that were installed in connection with the Project and the restoration of the parcel of land to the as close to commercially reasonable original state prior to construction on which the Project is built to either of the following, at the Landowner’s (or any of the Landowner’s heirs’, successors’ or assigns’) sole option: (i) the condition such lands were in prior to the development, construction and operation of Project, including but not limited to restoration, regrading, and reseeding, or (ii) the condition designed by Owner (or its successor in title) and agreed upon with and by the Landowner (or any of the Landowner’s heirs, successors or assigns) and the Town. Costs of Decommissioning under this Agreement include labor, disposal costs, professional services, professional consulting services of the Town and any other costs reasonably associated with such restoration as listed in that certain Decommissioning Plan, last dated on or about _____ that was approved by the Town as part of the Special Use Permit approval of the Project (the “Decommissioning Plan”). Details of the expected Decommissioning activities and costs are described on the Decommissioning Plan (Attachment 1).

3. TRIGGERING EVENTS OF DECOMMISSIONING - The Parties agree that the Decommissioning process of the Project shall commence (and the funds to pay for

the cost of any such Decommissioning from the Decommissioning Bond may be called on) by Landowner for the following reasons, (each, a "Triggering Event"):

- (a) Owner or its successor in title provides thirty (30) days' written notice to the Town of its intent to retire or decommission the Project (the "Owner Decommissioning Notice");
- (b) The Project has been abandoned for within twelve (12) consecutive months after the Project has reached commercial operation;
- (c) The Project ceases to be operational or becomes abandoned for more than 180 consecutive days as determined by the Town's Code Enforcement Officer, acting reasonably, unless the repairs to the Project will take longer than 180 days to complete, in which case Owner shall have as long as is reasonably necessary to complete said repairs provided that Owner promptly commences the repairs and diligently pursues the repairs to completion;
- (d) The Site Plan approval or Special Use Permit relating to the Project has been revoked in accordance with Town Code; or
- (e) Failure to keep in effect the Decommissioning Bond meeting the requirements of this Agreement as required under this Agreement, following written notice to Owner and a reasonable opportunity to cure pursuant to Section 1c.

4. FAILURE TO COMMENCE AND/OR COMPLETE DECOMMISSIONING - In the event the Owner or its successor in title fails to initiate Decommissioning of the Project within one hundred eighty (180) days after any Triggering Event or fails to complete Decommissioning within three hundred sixty-five (365) days after any Triggering Event, the Town will have the right to fully Decommission the Project through use of the Decommissioning Bond upon providing written notice to Owner (or its successor in title) and the and to Landowner (or any of Landowner's heirs, successors or assigns). Any one of the Triggering Events outlined in Section 3 shall give rise to the obligation of Owner or its successor in title to perform Decommissioning pursuant to the terms and conditions of this Agreement.

5. EASEMENT AND RIGHT OF ENTRY FOR TOWN TO PERFORM DECOMMISSIONING - Owner (or its successors or assigns) and Landowner (or any of Landowner's heirs, successors or assigns) hereby grants to the Town and any contractor or agent of the Town assisting with the Decommissioning, a temporary easement, which shall be memorialized by the recording of this Agreement in the Office of the Onondaga County Clerk, at the expense of Owner, allowing the Town and its contractors or agents the right of reasonable access to the Property upon which the Project is located to Decommission the Project and Owner (or its successors in title) and Landowner (or any of Landowner's heirs, successors or assigns) shall defend, hold harmless and indemnify the Town for any and all claims, liability, loss or damage arising out of the Town exercising its right to Decommission the Project as provided for herein, except in cases of negligence or willful misconduct by the Town or any of its employees, contractors, or agents. The above easement and right of entry shall only apply if the Town has the right to perform Decommissioning of the Project pursuant to the terms and conditions set forth in Section 4 above, and the easement shall terminate upon completion of the Decommissioning. Prior to entering the Property to Decommission the Project pursuant to this easement, Owner or Town shall show proof to Landowner (or any of Landowner's heirs,

successors or assigns) of its New York State workmen's compensation and commercial liability insurance policies.

6. LANDOWNER AS A PARTY TO THIS AGREEMENT – The Landowner (or any of Landowner's heirs, successors or assigns) is a Party to this Agreement, as the obligations contained herein related to the property upon which the Project is to be constructed.

(a) In the event that Owner or its successor in title fails to comply with the obligation to maintain and provide a Decommissioning Bond as required by Section 1(b) above or should such Decommissioning Bond not be honored by the surety for any reason not the fault of the Town, Landowner or his successor, heirs and/or assigns shall be responsible for all obligations to Decommission the Project as otherwise required herein. It is the specific intention of the Parties that all obligations thereunder shall attach to the real property upon which the Project is located and that such obligations will bind future owners of the real property to the extent as set forth in this section.

(b) In the event that Landowner or his successors, heirs and/or assigns fails to fully Decommission the project as required by Section 6(a) above (which is intended to only be required if Owner or its successor in title fails to comply with the obligation to maintain and provide a Decommissioning Bond as required by Section 1(b) above or should such Decommissioning Bond not be honored by the surety for any reason not the fault of the Town), the Town may, but shall not be required to perform or complete such Decommissioning of the Project, and if completed by the Town, the Town shall append or add the cost thereof to the real property tax bill for the real property upon which the Project was located to be paid in conjunction with the next real property tax payments due from Landowner.

(c) If the requirement to Decommission has been triggered (by any of the events listed in Section 3 above) and the Owner or its successor in title defaults in Decommissioning and the Town has to use the Decommissioning Bond to complete the Decommissioning, the Landowner or his successor, heirs and/or assigns will be responsible for any costs in excess of the Decommissioning Bond to completely Decommission the Project. Any such cost in excess of the Decommissioning Bond paid by the Town shall be appended or added to the real property tax bill for the real property upon which the Project was located to be paid in conjunction with the next real property tax payments due from Landowner.

(d) This Agreement shall be recorded at the Office of the Onondaga County Clerk at the expense of Owner and shall be indexed against the real property upon which the Project is to be built.

7. COMPLETED DECOMMISSIONING – Upon full and complete Decommissioning of the Project to the reasonable satisfaction of the Landowner (or any of Landowner's heirs, successors or assigns) and the Town, the Landowner (or any of Landowner's heirs, successors or assigns) and Owner or its successor in title shall have no further obligation to the Town and the Decommissioning Bond will be promptly returned and released to the Owner or its successor in title.

8. AMENDMENT TO THIS AGREEMENT - This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This

Agreement is binding upon and shall inure to the benefit of the Parties and their respective administrators, successors and assigns, including any successor Owners of the Project and any subsequent owners of the real property upon which the Project is located.

9. WORKERS' COMPENSATION INSURANCE - Owner shall provide the Town with proof that it either carries sufficient Workers' Compensation insurance coverage for its employees in New York or that it is exempt from such requirement.

10. ADDITIONAL DOCUMENTS - The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by another Party to effectuate the purpose of this Agreement.

11. LAW THAT GOVERNS - The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

12. EXECUTION IN COUNTERPARTS - This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all Parties.

13. FUTURE NOTICES - Any and all notices required to be sent by the Parties shall be addressed as listed below. If any Party experiences a change in address, written notice of such change shall be provided to the other Parties.

By certified mail or mail courier service,

To the Town:

Town of Manlius
301 Brooklea Drive
Fayetteville, NY
Attention: Town Supervisor

To the Company:

NYSOLAR07 LLC
c/o Catalyze GBH Developer, LLC
800 Gessner Rd., Suite 700
Houston, TX 77024
Attn: Legal

To the Landowner:

Marijane Warner
7865 Peck Rd
Kirkville, NY 13082

(Separate signature pages follow)

(Town Signature Page to Decommissioning Agreement)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

TOWN:

Town of Manlius

By: _____

Name: John T. Deer

Title: Town Supervisor

STATE OF NEW YORK)

COUNTY OF _____)

On the ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

[Stamp or seal]

Notary Public

My Commission Expires: _____

(Owner Signature Page to Decommissioning Agreement)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

OWNER:

NYSOLAR07 LLC, a New York limited liability company

By: Catalyze GBH Developer, LLC, a Delaware limited liability company
Its: Sole member

By: _____

Name: LamPhung Ngo-Burns

Title: Chief Financial Officer

STATE OF TEXAS)

COUNTY OF HARRIS)

On the ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared LamPhung Ngo-Burns, the Chief Financial Officer of Catalyze GBH Developer, LLC, a Delaware limited liability company, being the sole member of NYSOLAR07 LLC, a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

[Stamp or seal]

Notary Public

My Commission Expires: _____

(Landowner Signature Page to Decommissioning Agreement)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

LANDOWNER:

Marijane Warner

STATE OF NEW YORK)

COUNTY OF _____)

On the ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Marijane Warner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

[Stamp or seal]

Notary Public

My Commission Expires: _____

ATTACHMENT 1

Decommissioning Plan

Decommissioning and Removal Plan

(“DRP”)

for

Warner Farm Solar

NYSOLAR07 LLC

7865 Peck Road

Kirkville, NY 13082

Submitted to the Town of Manlius

October 26, 2022

Relevant Town Code – SECTION 155-27.2.D(4)(b)[14] of CHAPTER 155

[14]

[a] The Applicant shall submit a decommissioning and removal plan (DRP) to the Planning Board. The DRP shall include specific plans on how the owner plans to remove the obsolete or unused solar panel arrays and accessory structures and return the property to a state acceptable to the Town within a specific time period after the cessation of operations. This plan shall be approved by the Planning board and prior to the granting of the special use permit. A site restoration plan shall be included as part of any decommission plan, to include, at a minimum, stockpiling of any topsoil removed during construction, for use in site restoration, removal of all foundations, de-compacting and de-rocking all disturbed areas, and removal of any roadways.

Decommissioning and Reclamation:

The decommissioning of the site is essentially “building the site plan in reverse”. Upon the expiration of the site permit, or the end of commercial operations, NYSOLAR07 will be responsible for removing solar facilities at the site as detailed in this plan, and for restoring and reclaiming the site to pre-construction topography and topsoil quality to the extent feasible. NYSOLAR07 reserves the right to extend the Project instead of decommissioning. If NYSOLAR07 seeks to extend the life of the Project, NYSOLAR07 will decide whether to continue operation with existing equipment or to retrofit solar panels and power system with upgrades based on new technologies.

Notice of Decommissioning:

NYSOLAR07 will submit a letter of intent to the Planning Board and Building Inspector within 30 days of the discontinuance of commercial operations. If commercial operations do not occur for a period of six consecutive months or greater, NYSOLAR07 will submit a letter to the Office of Planning and Development indicating whether it plans to resume operations or whether decommissioning of the site, as described in the DRP, will commence. If NYSOLAR07 intends to continue operations, it has an additional six months to resume commercial operations. If commercial operations do not commence within six months, decommissioning of the site will commence, unless other arrangements have been made between NYSOLAR07 and the Town of Manlius.

Summary of Decommissioning Activities:

Decommissioning includes removing the solar panels, solar panel racking, steel foundation piles and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment to a depth of thirty-six (36) inches. The civil facilities, access road, security fence, and any drainage structures are included in the decommissioning scope, unless requested by the site landowner to remain and upon approval by the Town of Manlius. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements. After the equipment and appurtenant structures are removed, holes or voids created by foundations, poles, concrete pads and other equipment will be filled in with soil to the surrounding grade and seeded with an approved non-invasive seed mix. Minimal topsoil will be excavated during construction, and topsoil will not be stockpiled onsite after construction. Topsoil will be spread around the work areas to achieve proper grading. During decommissioning and reclamation, if necessary, topsoil will be imported to the site to

accommodate the filling and grading activities described above. Access roads will be removed with excavators, bulldozers, or the proper heavy equipment, including the use of rock pickers if necessary. Areas compacted by equipment or other construction traffic will be de-compacted to a depth of eighteen (18) inches from finished grade prior to fine grading and seeding. This may include re-vegetation as native prairie or meadow, returning the site to agricultural use consistent with the landowners' desires, or re-developing the land for other beneficial uses (upon approval of any jurisdiction and in compliance with all relevant laws).

Timeline

Decommissioning is estimated to take six to eight weeks to complete, and the decommissioning crew will ensure that equipment and materials are recycled or disposed of properly at off-site locations. Decommissioning and restoration activities at the site will be completed within 365 days after the date the site ceases to operate, per the Town Code.

Detailed Sequence and Description of Decommissioning Activities:

The steps taken for the removal, recycling, resale and/or disposal of the site components are listed below, in sequential order:

1. **Modules**: Modules will be inspected for physical damage, tested for functionality, disconnected and removed from racking for resale or recycling. Modules will be packed and stored in an offsite facility pending their reuse or resale by NYSOLAR07. Any non-functioning modules will be packed, palletized, and shipped to the manufacturer or a third party for recycling.
2. **Racking**: Racking and racking components will be disassembled and removed from the steel foundation piles, sorted for resale, or processed to appropriate size to be sent to a metal recycling facility.
3. **Steel Foundation Piles**: All structural foundation piles will be pulled out, processed to appropriate size, and shipped to a recycling facility. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent with native prairie or agricultural uses.
4. **Overhead and Underground Cables and Lines**: The cables and conduits contain no materials known to be harmful to the environment. As part of the decommissioning of the project, these items will be removed up to a depth of 36 inches and shipped to an off-site facility for resale or recycling. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. Following the removal of the cable and conduits the excavation will be backfilled with the spoils previously removed. The subgrade will be compacted to a density similar to native prairie or previous agricultural uses. Topsoil will be redistributed across the disturbed area. All cable and conduit buried deeper than 36 inches will remain and be abandoned in place.
5. **Inverters, Transformers, and Ancillary Equipment**: All electrical equipment will be disconnected, disassembled and sold or recycled. All parts will be removed, reconditioned, reused, sold as scrap, recycled, or disposed of appropriately at NYSOLAR07's discretion.
6. **Equipment Pads and Ancillary Foundations**: Topsoil will be removed from an area surrounding the foundations, equipment pad or ancillary foundation and stockpiled for later use.

Foundations will be excavated to a depth sufficient to remove all conduits, cables, aggregate and concrete to a depth of thirty-six (36) inches below grade. The remaining excavation will be filled with clean subgrade materials of quality comparable to the immediate surrounding area. All unexcavated areas compacted by equipment used in decommissioning will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent and compatible with native prairie or agricultural uses. All materials will be removed from the site, reconditioned, reused, sold as scrap, recycled, or disposed of appropriately, at NYSOLAR07's discretion.

7. Fence: All fence parts and foundations will be removed from the site, reconditioned, reused, sold as scrap, recycled, or disposed of appropriately, at NYSOLAR07's discretion. The surrounding areas will be restored to pre-construction conditions to extent feasible.
8. Access Roads: Facility access roads will be used for decommissioning purposes. After final clean-up, roads may be left intact through mutual agreement between the Landowner and NYSOLAR07, unless otherwise restricted by Federal, State, or Local Regulations. If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at NYSOLAR07's discretion, consistent with applicable regulations and industry standards. Ditch crossings connecting access roads to public roads will be removed unless the landowner requests they remain. The subgrade will be de-compacted to a density similar to surrounding sub-grade material. Topsoil will be distributed across the open area. The access roads and adjacent areas that are compacted by equipment will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent with native prairie or agricultural uses. If excess rock has accumulated outside of the access road areas, rock pickers will be utilized to collect excess rock.
9. Land Leveling: As part of site decommissioning, to the extent commercially reasonable, NYSOLAR07 will restore the area disturbed by construction to pre-construction elevation and contour to extent feasible. If uneven settling occurs or surface drainage problems develop as a result of Project decommissioning, NYSOLAR07 will provide additional grading services to remedy the situation.

Restoration/Reclamation of Site:

NYSOLAR07 assumes that the site will be utilized for agriculture after decommissioning and will implement appropriate measures to facilitate agricultural use. If no specific use is identified, NYSOLAR07 will vegetate the site with a native grassland seed mix. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. The decommissioning best management practices (BMP's) to minimize erosion and contain sediment that will be employed on the Project to the extent practicable with the intent of meeting this goal include:

1. Minimize new disturbance and removal of native vegetation to the greatest extent practicable.
2. Any topsoil that is removed from the surface for decommissioning will be stockpiled to be reused when restoring plant communities. Once decommissioning activity is complete, topsoil will be restored to assist in establishing and maintaining plant communities.

3. Stabilize soils and re-vegetate with native vegetation and plantings appropriate for the soil conditions and adjacent habitat and use local seed sources where feasible, consistent with landowner objectives. Restoration of native plants will not be performed for site that will be returned to agricultural use or other more intensive beneficial uses.
4. During and after decommissioning activities, install erosion and sediment control measures in all disturbance areas where potential for erosion and sediment transport exists, consistent with storm water management objectives and requirements.

Post-Restoration Monitoring

Decommissioning of the site will not require new permits or approvals except potentially a NPDES/SDS CSW Permit and SWPPP, if grading activities are necessary and exceed applicable permit thresholds. Decommissioning should include post-restoration monitoring as required by the NPDES/SDS CSW Permit and SWPPP or other applicable requirements. In addition, the NYSOLAR07 Field Representative assigned to decommissioning monitoring will stay in contact with landowners, including onsite check-ins until the NPDES/ SDS CSW permit is closed.

Decommissioning Costs

NYSOLAR07 will be responsible for all costs to decommission the project and associated facilities. We will prepare gross and net decommissioning costs as the special use permit and site plan application is finalized and approved. We will revise and resubmit this plan when those values have been calculated.

Decommissioning Financial Surety Plan

NYSOLAR07 will provide financial surety to the Town to ensure the decommissioning is funded. NYSOLAR07 proposes providing either (i) a mutually acceptable escrow agreement (the “Escrow Agreement”) establishing an escrow (the “Escrow”) to secure NYSOLAR07 obligations for decommissioning, (ii) a “Letter of Credit” or equivalent form of security, or (iii) a bond, in either case naming the Town of Manlius as the beneficiary. At this time, NYSOLAR07 requests flexibility in the form of security to allow us to evaluate the options and costs of obtaining the security given market conditions at the time of issuance. The mutually agreed upon form of security will be established prior to the installation of any physical equipment on the site.

The decommissioning security amount and type will be updated every five (5) years by NYSOLAR07 utilizing an independent, third-party engineering firm to evaluate the difference between the estimated decommissioning costs and salvage value. The escrow or security shall be held, administered, and disbursed by a title company, bank or other qualified escrow agent mutually satisfactory to NYSOLAR07 and the Town of Manlius. If NYSOLAR07 does not remove the solar facilities within three hundred sixty-five (365) days after the expiration of the lease or earlier termination of the lease, the Town may draw from the Escrow or security an amount sufficient to complete the decommissioning of the site. The security shall remain in place until such decommissioning is complete.



Project: Warner Solar
Client: NYSOLAR07, LLC

Engineer: P.J. Snyder
Issue Date: 1/12/2023

OPINION OF PROBABLE COST-PV PLANT DECOMMISSIONING-ANNUAL INFLATION=1.36%-END OF LIFE: YEAR 35					
DISASSEMBLY AND DISPOSAL					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	PV Modules	13895	EA	\$ 2.79	\$ 38,767.05
2	PV Inverters	2	EA	\$ 1,437.00	\$ 2,874.00
3	PV Transformers	2	EA	\$ 718.00	\$ 1,436.00
4	ESS Inverters	2	EA	\$ 718.00	\$ 1,436.00
5	ESS Containers	2	EA	\$ 3,018.00	\$ 6,036.00
6	ESS Transformers	2	EA	\$ 718.00	\$ 1,436.00
7	Racking Frame (Single Axis)	121	EA	\$ 172.00	\$ 20,812.00
8	Racking Posts	1573	EA	\$ 19.00	\$ 29,887.00
9	Tracker Motors	121	EA	\$ 23.00	\$ 2,783.00
10	Racking Wiring	145898	LF	\$ 0.10	\$ 14,589.80
11	Underground Cable (LV, MV, Comm)	4544	LF	\$ 0.82	\$ 3,726.08
12	7' High Chain Link Fence	4734	LF	\$ 2.91	\$ 13,775.94
13	Security Gate	1	EA	\$ 2,082.00	\$ 2,082.00
14	Interconnection Facilities	1	EA	\$ 8,347.00	\$ 8,347.00
15	Concrete	12	CY	\$ 107.00	\$ 1,284.00
16	Gravel	1222	CY	\$ 40.61	\$ 49,625.42
17	Offsite Disposal by Volume	100	CY	\$ 46.86	\$ 4,686.00
18	Offsite Disposal by Weight	100	TON	\$ 99.00	\$ 9,900.00
19	General Conditions		LS	\$ 5,760.00	\$ -
				SUBTOTAL	\$ 213,483.29

SITE RESTORATION					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
19	Re-Seeding	30	ACRES	\$ 7,500.00	\$ 225,000.00
20	Re-Grading	0	CY	\$ 27.00	\$ -
21	Erosion and Sediment Control	1	LS	\$ 13,000.00	\$ 13,000.00
				SUBTOTAL	\$ 238,000.00

SALVAGE					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
22	PV Modules	13200	EA	\$ 34.36	\$ 453,552.00
23	PV Inverters	2	EA	\$ 4,440.00	\$ 8,880.00
24	PV Transformers	2	EA	\$ 6,065.00	\$ 12,130.00
25	ESS Inverters	2	EA	\$ 4,500.00	\$ 9,000.00
26	ESS Containers	3486	LBS	\$ 0.24	\$ 836.64
27	ESS Transformers	2	EA	\$ 6,065.00	\$ 12,130.00
28	Racking Frame (Single Axis)	363000	LBS	\$ 0.26	\$ 94,380.00
29	Racking Posts	259545	LBS	\$ 0.26	\$ 67,481.70
30	Tracker Motors	6534	LBS	\$ 0.61	\$ 3,985.74
31	Interconnection Steel Structures	0	LBS	\$ 0.24	\$ -
32	Interconnection Power and Instrument Transformers	1652	LBS	\$ 1.19	\$ 1,965.88
33	Interconnection Disconnect Switches (1 and 3 Phase)	451	LBS	\$ 1.19	\$ 536.69
34	Interconnection Primary Conductor	0	LBS	\$ 0.24	\$ -
35	Control Panels	0	LBS	\$ 0.24	\$ -
36	Electronic Controls	26	LBS	\$ 0.36	\$ 9.36
37	LV Wiring (PV Plant & Interconnection)	4771	LBS	\$ 4.04	\$ 19,274.84
38	MV Wiring	2385	LBS	\$ 2.46	\$ 5,867.10
39	Chain Link Fence	72667	LBS	\$ 0.26	\$ 18,893.42
				SUBTOTAL	\$ 708,923.37

TOTAL DISASSEMBLY, DISPOSAL, & SITE RESTORATION COST \$ 451,483.29
 30% CONTINGENCY \$ 135,444.99
 TOTAL SALVAGE VALUE \$ 708,923.37
NET DECOMMISSIONING COST \$ (121,995.09)


 P.J. Snyder, PE
 Senior Project Manager

1/11/2023
 Date

**AGREEMENT REGARDING HOPE FOR HEATHER TEAL RIBBON RUN
THROUGH THE VILLAGE OF MINOA, NEW YORK**

THIS AGREEMENT ("Agreement"), relative to the planning and conducting the 16th Annual Teal Ribbon 5K Run and 3K Family Fun Walk ("Event") within the corporate limits of the Village of Minoa, New York, is made and entered into as of _____, by and between the Village of Minoa, New York, a municipal corporation with offices located at 240 N. Main Street, Minoa, New York 13116 ("Village"), the Town of Manlius, New York, a municipal corporation with offices located at 301 Brooklea Drive, Fayetteville, New York 13066 ("Town"), and Hope For Heather, a not-for-profit corporation with a mailing address of P.O. Box 2208, Liverpool, New York 13089 ("Sponsor").

WITNESSETH:

WHEREAS, Sponsor is a not-for-profit corporation in memory of Heather Weeks, an advocate for women's cancer committed to raising funds to help find a cure, and who lost her life to cancer at age twenty four (24); and

WHEREAS, Sponsor's mission is to raise funds to support ovarian cancer research to promote education and awareness, and to help provide comfort to women and their families devastated by cancer;

WHEREAS, the Event is part of a series of events conducted by and/or on behalf of Sponsor to promote and fulfill its mission to end ovarian cancer as a life-threatening disease; and

WHEREAS, Sponsor is organizing, planning and conducting the Event the morning of **May 17, 2025**, at Lewis Park in the Village;

WHEREAS, Village and Town are ready, willing, and able to offer such access and/or assistance to Sponsor, as hereinafter described, in regard to the conduct of the Event; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village, Town, and Sponsor covenant, represent and undertake as follows:

ARTICLE I

- A.** The Event shall be conducted by the Sponsor on **May 17, 2025** between **8:30 a.m. and 12:00 p.m.**
- B.** The Event is to generally be managed by Sponsor.
- C.** The specific route for the Event shall be as agreed by Village and Sponsor, upon consultation with the Town of Manlius Police Department ("Manlius Police").

- D. Sponsor shall be seeking the temporary closure or alteration of such streets, roads and routes within the municipal boundaries of Village to motor vehicle traffic prior to, and at the time of Event on **May 17, 2025** as agreed to by the parties.
- E. Sponsor is seeking law enforcement assistance from the Manlius Police with respect to pedestrian and traffic safety and direction.

ARTICLE II

- A. The designated (agreed to) streets/roads will be closed, from approximately 9:00 a.m. to 11:45 a.m. on the scheduled day of the Event (**May 17, 2025**), and shall be re-opened as soon as practicable thereafter, with some parts of the Event route opening prior to others.
- B. Village agrees to permit Sponsor use of Lewis Park and facilities located thereon from approximately 7:00 a.m. to 12:00p.m. on the scheduled day of the Event (**May 17, 2025.**)
- C. Town agrees to provide through the Manlius Police the following, related to traffic safety and direction:
 - 1. Manlius Police shall provide a total of **five (5) police officers** to Sponsor for the purpose of traffic control and general safety and to support the Event for the duration described at Article II(C)(2).
 - 1. **Five (5) police officers** shall be on duty for approximately three hours (3) hours, at Fifty-One fifty-four (\$51.54) and Seventy-Three seventy (\$73.70).
 - 2. The above is a good faith estimate only. Thus if circumstances warrant any increased presence, Sponsor agrees to pay same as invoiced from Town based upon the per officer hourly rate set forth herein.
 - 3. Manlius Police may provide supplemental services through its **Cadet Post** volunteers, however the decision to utilize same (versus its police officers) shall be solely within Manlius Police discretion.
 - 4. Notwithstanding the foregoing provisions for dedicated police officers for the Event, the parties agree that no special duty is or shall be thereby created.
- D. Sponsor shall be responsible for any and all other costs and expenses related to the Event not specifically referenced in Article II above, including but not limited to: services, grounds, manpower, vehicles, or equipment needed to sufficiently accommodate the

requirements of the Event and to safely and effectively plan, organize, set-up, conduct and clean-up after the Event.

ARTICLE III

- A. Sponsor shall provide comprehensive general liability and related insurance coverages for property damage, bodily injury, as follows:
1. General Liability Coverage. A general liability for not less than \$1,000,000.00 Each Occurrence / \$2,000,000.00 Aggregate coverage for Bodily Injury and Property Damage; same to be extended-broad form coverage in nature.
 - a. Contractual Liability. All of the foregoing coverages shall include contractual liability coverage (with the same limits) for the indemnification, defense and hold harmless provisions under this Agreement.
 - b. Additional Insureds. The Village of Minoa, 240 North Main Street, Minoa, New York 13116 and the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, shall be named additional insureds thereon.
 - c. Workmen's Compensation, Disability, Employers Liability. To the extent the event will include, either through the Sponsor organization or individual or third party vendor/contractors, the use of employees a separate certificate evidencing New York State Disability/Workmen's Compensation and employer's liability coverage in statutory amounts shall be provided.
- B. The foregoing coverages shall be evidenced by unconditional binders, endorsements or certificates accurately describing the coverages, insureds, additional insureds, date and specific place of event in form approved by the Village Attorney and Attorney for the Town not less than seven (7) days prior to the Event. The Village and/or Town reserve the right to request a letter from the agent, broker or carrier confirming that same complies with the requirements of this Agreement.
- C. The Village Board of Trustees of Village may (but is not obligated to) approve, by duly adopted resolution, and as permitted by its various carrier(s), an endorsement or additional policy coverage to the Village's own existing policies of insurance, where circumstances are such that insurance cannot, or cannot cost effectively, be provided by Sponsor. In such event the expense to Village in providing same shall be included in the fees charged to Sponsor.

ARTICLE IV

- A. Sponsor agrees to indemnify, defend and hold harmless Village and Town, its respective officers, agents and employees for and from any claims, suits, damages or liability made against or imposed upon Village or Town, its respective officers, agents and/or employees and the like arising from any and all acts or omissions, of Sponsor, its

contractors, vendors, agents, or any of their employees or subcontractors or any of their guests and/or invitees.

- B. The foregoing shall survive termination/expiration of this Agreement.

ARTICLE V

- A. In accordance with the provisions of section 109 of the General Municipal Law, Sponsor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of Village and Town. Any attempts to assign the contract without the Village and Town's written consent are null and void.
- B. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith or shall otherwise be deemed to make such insertion.
- C. This Agreement and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.
- D. The Mayor has executed this agreement pursuant to a Resolution adopted by the Village Board of Trustees, at a meeting thereof held on _____. **William F. Brazill, Mayor**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.
- E. The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on _____. **John Deer, Supervisor**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.
- F. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Manlius has caused its corporate seal to be affixed hereto and these presents to be signed by **John Deer its Supervisor**, duly authorized to do so, and to be attested to by **Carrie Grevelding, Town Clerk**; the Village of Minoa has caused its corporate seal to be affixed hereto and these presents to be signed by **William F. Brazill its Mayor**, duly authorized to do so, and to be attested to by **Lisa DeVona, Village Clerk**, and the Hope For Heather has caused its corporate seal to be affixed hereto and these presents to be signed by **Hope for Heather representative**, the day and year first above written.

TOWN OF MANLIUS

Attest:

By: _____
John Deer, Supervisor

By: _____

VILLAGE OF MINOA

Attest:

By: _____
William F. Brazill, Mayor

By: _____

HOPE FOR HEATHER

Attest:

By: _____
Name: Gary Weeks, Treasurer

By: _____



Tom Poitras

Code Enforcement Officer, Town of Manlius
(315) 637-8619

tpoitras@townofmanlius.org

301 Brooklea Dr, Fayetteville, NY 13066

Franchise Owner

Stephen Port

General Manger

Karly Shanahan

Instructors

Brandon Morse

CooperPokrentowski

James Shanahan

Kiera Walsh

Matthew Travers

Michael DiGiovine

Michael DiGiorgio

Nina Pelligra

Timothy Wood

OUR MISSION:

*We are a growing, passionate
community dedicated to
enriching lives through
performance-based
music education.*

- A. 311b Towne Drive, School of Rock Fayetteville NY, Stephen Michael Port "Owner of School of Rock Fayetteville NY" with personal residential address of 4777 Edgeworth Drive, Manlius, NY age 41. The current address of School of Rock Fayetteville NY is 311b Towne Drive, Fayetteville, NY 13066. The School of Rock Fayetteville, NY resides in Onondaga County with a phone number of (315) 554-9103.
- B. School of Rock Fayetteville, NY will host a Grand Opening Outdoor Concert, a free, family-friendly event featuring live music performances by School of Rock students, staff instructors, and local bands. The concert will take place on May 10, 2025 from 4:00 p.m. to 7:00 p.m., with food trucks from the Food Truck Association arriving at 3:00 p.m. for set up and will provide to provide food and beverages for attendees when the event starts. The event is expected to accommodate a maximum of 300 attendees, with an estimated flow of 100 people per hour. Attendees will be encouraged to bring lawn chairs, and games and activities will be available to enhance the experience. This concert will serve as a mid-season showcase for our Performance Programs and Rock 101 Program, while also marking the community debut of School of Rock Fayetteville, NY. The event is designed to celebrate music education, foster community engagement, and provide a positive experience for students and families. Event setup, including restrooms, barricades, the stage, and activity stations, will take place on May 9, 2025, one day prior to the event date. The food trucks will arrive one hour before the event start time. All event materials, including restrooms, barricades, the stage, and activity stations, will be removed immediately following the event's conclusion at 7:00 p.m. on May 10, 2025. Designated parking for attendees will be available in the lots adjacent to the event space, including the parking lot in front of the entrance to The Towne Center Shoppes, as highlighted in the accompanying site plan.

School of Rock Fayetteville, NY | 311b Towne Drive Fayetteville, NY 13066

(315) 554-9103 | www.schoolofrock.com/fayettevillenys | fayettevillenys@schoolofrock.com

- C. "SEE" Included Map(s) – Location Overview Map, Barricade Map, Event Parking Map, Stage/Food Truck/Activity/Waste/Restroom Map, Concert Viewing Area Map
- D. Plan/Method to dispose of sanitary sewage – Contracting 3 portable restrooms from Shamrock Portable Restrooms located at 600 Walters Rd, Syracuse, NY 13209 which will facilitate the removal of such waste.
- E. Waste Management – Throughout the grounds there will be trash/recycling receptacles available totaling in 10 minimum to accommodate trash collection. *We are tentatively contracting a post-event clean-up service to facilitate the cleaning of the grounds. All trash/recycling collected will be disposed of properly following the conclusion of the event.* All waste removal is the responsibility of School of Rock Fayetteville, NY regardless of if we contract a third party to do so physically and will be done so in accordance with any applicable laws.
- F. WATER REQUIREMENTS? Food trucks on site to provide refreshments to attendees and businesses located in the plaza also have water/beverages available for purchasing.
- G. Food and Beverage – We are tentatively in contact with the Syracuse Food Truck Association to have refreshments available to attendees, we anticipate a minimum of 3 Food Trucks on site providing various items for purchase ranging from quick bites to frozen treats.

- H. Parking Accommodations – The Towne Center Plaza in its entirety has 1,660 available parking spaces available for usage by event attendees, all of which are all within walking distance of the event. The parking lots located closest to the event have been highlighted on the provided map(s). SEE – EVENT OVERVIEW & EVENT PARKING MAPS
- I. School of Rock Fayetteville, NY shall contact the Onondaga County Sheriff's Office to notify local law enforcement officials of the event and work to have officers present for the duration of the event.
- J. School of Rock Fayetteville, NY will contact the Fayetteville Fire Department to have any EMT or Fire Marshall presence required/recommended.
- K. Per Fire Extinguishers – Food Trucks on site are all members of the Syracuse Food Truck Association (SFTA), therefore each truck will be equipped with a Fire Extinguisher in case of a fire. Additionally there will be Fire Extinguishers available both in front and behind the stage.
- L. School of Rock Fayetteville, NY will facilitate the contracting of a third-party company to, at the conclusion of the event, complete post-event clean-up and trash/recycling removal. If no third-party company/organization is contracted then it is School of Rock Fayetteville, NY will personally collect and properly dispose of any trash/recycling.

School of Rock Fayetteville, NY | 311b Towne Drive Fayetteville, NY 13066

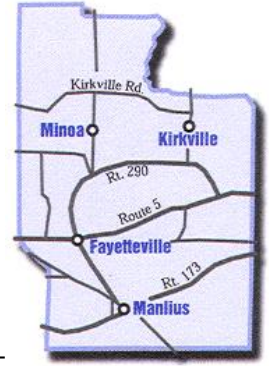
M. Permission is hereby granted to the Town of Manlius or its authorized representatives to access the property located across from 311B Towne Drive, Fayetteville, NY, for the purposes of inspection, ensuring adequate police and fire protection if deemed necessary, and safeguarding persons and property from potential hazards for the event requested.

Sincerely,

Stephen M. Port
Franchise Owner
School of Rock Fayetteville, NY
www.schoolofrock.com/fayettevillenya
stephenport@schoolofrock.com
(315) 554-9103

School of Rock Fayetteville, NY | 311b Towne Drive Fayetteville, NY 13066

(315) 554-9103 | www.schoolofrock.com/fayettevillenya | fayettevillenya@schoolofrock.com



OPERATING PERMIT APPLICATION

Applicants Name: STEPHEN MICHAEL PORT

Applicants Address: 4777 EDGEWORTH DRIVE MANLIUS, NY 13104

Phone: (315) 440-1800 Email: stephenport@schoolofrock.com

Property Owner: COR Development Co. Phone: (315) 663-2100

Email Address: contact@corcompanies.com

Address of Premises for which Operating Permit is requested: _____

311b Towne Drive Fayetteville, NY 13066

Tax Map ID 027.-04-17.0

Type of Operating Permit

() Manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;

() Buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows, if applicable:

- () Combustible Dust-Producing Operations () Flammable Finishes
- () Fruit and Crop Ripening () Fumigation and Insecticidal Fogging
- () High-Piled Combustible Storage () Tire Rebuilding and Tire Storage
- () Welding and Other Hot Work () Sugarhouse Alternative Activity Provisions
- () Explosives and Fireworks () Open Flames
- () Open Burning, Recreational Fires and Portable Outdoor Fireplaces

() Energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

() buildings containing one or more assembly areas;

(X) Outdoor events where the planned attendance exceeds 100 persons;

() Facilities that store, handle or use hazardous production materials;

() Parking garages as defined in subdivision A of section 13 of this local law;

() Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Town Board

() Other _____

Additional Information: _____

John Deer, Supervisor

Town Board – Sara Bollinger, Elaine Denton, Alissa Italiano, Katelyn Kriesel, William Nicholson, Heather Allison Waters,

301 Brooklea Drive • Fayetteville, NY 13066 • Telephone: (315) 637-8619 • Fax: (315) 637-0713

www.townofmanlius.org

TROY & BANKS

◆ CONSULTANTS LLC ◆

THOMAS T. RANALLO
EDGAR H. FOSTVEIT
SCOTT LEWIS, CPA
GARY L. SHARP
KEITH N. WIESE
KEITH G. TYSON

2216 KENSINGTON AVENUE
KENSINGTON AT SARATOGA
BUFFALO, NY 14226
TOLL FREE (800) 499-8599
PHONE (716) 839-4402
FAX (716) 839-4452

Agreement

This Agreement is entered into as of _____ between Troy & Banks Consultants, LLC
("TB") and _____ Town of Manlius _____ with an address
at 301 Brooklea Dr. Fayetteville, NY 13066 (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct a cable television franchise fee compliance audit for the purpose of verifying the accuracy of the franchise fees paid or due to the Client. TB agrees to conduct such audit.
2. Audit – TB shall identify what specific sources of revenue are subject to franchise fees, examine relevant accounting data, examine franchisee accounting data and supporting documentation, identify all revenue sources by classification, and verify calculations. TB shall also evaluate allocation methodology with respect to non-subscriber revenue, conduct a search for unreported revenues and examine the cable operators' database to determine if all active addresses within the Client's boundaries were included in the franchise fee remittances.
3. Refunds – Client agrees that TB will receive as its compensation for this service a contingency fee of fifty percent (50%) of the underpayments identified and recoverable under its franchise agreement and/or state and federal law.
4. TB has made and makes no guarantee or assurance that our audit will produce a refund due to franchise fee underpayments.
5. **If there is no recoverable underpayment identified for the benefit of the Client, TB acknowledges that there will be no fee payable.**
6. In connection with any litigation arising out of this Agreement, the prevailing party should be entitled to recover reasonable attorney's fees and court costs, including such fees and cost incurred in trial and in appellate proceedings. The parties recognize that other provisions of this Agreement provide for consideration for this provision.
7. Client agrees to assist TB in collection of identified recoverable amounts by enforcing the related provisions of its franchise agreement with the cable television operator.
8. This Agreement sets forth the entire understanding and agreement between the parties.

[Client Name] Town of Manlius _____

Troy & Banks Consultants, LLC

By: _____

By: _____

Thomas T. Ranallo, Manager

Name: John T. Deer

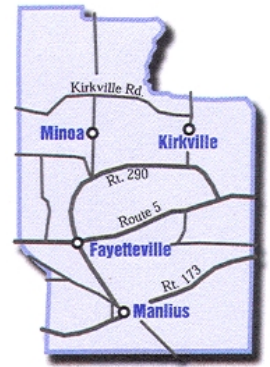
Title: Town Supervisor

Telephone: 315-637-3414

Telefax: _____

Town of Manlius

John T. Deer, Supervisor



Date: April 23, 2025

Our television cable company is: Spectrum

Dear Representative:

We have retained the firm Troy & Banks, Inc. to examine the records of our television cable provider, in accordance with the applicable provisions of the Franchise Ordinance. The objective of this examination is to determine the accuracy of the franchise fees remitted to client.

Please respond to Troy & Banks, Inc. in all matters pertaining to this engagement. This includes providing all information needed to complete the examination. This authorization shall continue until same is canceled in writing from our office.

Troy & Banks is hereby authorized to pursue all amounts due the client should any underpayments be identified as a result of this engagement.

Their representative will present this request when contacting your office.

Sincerely,

John T. Deer
Town Supervisor

John T. Deer, Supervisor

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

John T. Deer, Supervisor

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

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

Budget Transfers

From:	
SW2 5.8340.400 Manlius Con Water District Contractual	\$173.98
To:	
W80 5.8340.400 Schepp Water District Contractual	\$ 173.98

Budget Adjustments

Amount	
	\$1,550.00 A00 4.3389.304 Traffic Safety Grant CPSS
	\$1,550.00 A00 5.3120.463 Police CPSS

MINUTES
TOWN BOARD
April 9, 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/yHbeH1yn2Fs?si=SWLcSvo1mhDfPZ4K>
Supervisor Deer presided, and the following Board members were present:

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

The following Town Officers were present: Carrie Grevelding, Town Clerk. Kay Blythe, Assistant Town Manager. Amelia McLean-Robertson, Town Attorney. Jamie Sutphen, Town Attorney. Jason Cassalia, Chief of Police. Maria Lenway, Comptroller.

1. Attendees

In-Person Meeting Attendees: Craig Dudczak, Fayetteville. Mark Matt, Fayetteville. Mike Friend, Manlius. Michael Fogel, Syracuse. Tom Kinsella, Fayetteville. Stacy Kinsella, Fayetteville. Jeff Kinsella, Fayetteville. Mike Friend, Fayetteville. Jack Kinsella, Fayetteville. Mary Teske, Fayetteville. Matthew Denton, Manlius. Darren Grahame, Fayetteville.

Virtual Meeting Attendees: Ian Gregg. Tyler McCarthy. Ed Davidson.

2. 6:30 PM - The Pledge of Allegiance

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

3. 6:31 PM – Open Podium - None

4. 6:32 PM – Automatic Traffic Enforcement Presentation

Ian Gregg with Sensys Gatso USA gave a presentation regarding Automated Traffic Enforcement.

[Presentation](#)

5. 6:55 PM –T.H. Kinsella Quarry- Zone Change Application

Attorney Jamie Sutphen stepped in to represent the Town of Manlius

Supervisor Deer advised that the Board has reviewed the FEAF of Applicant dated 2/3/2025 and this Board has answered all questions in Part 2 of the EAF as “no or small impact”, and therefore issues this Unlisted Action a negative SEQRA declaration for the project where the action will not result in any significant adverse environmental impacts

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to adopt the resolution attached herto for the adoption of Local Law 2025-2 The Application of T.H.Kinsella, Inc. For a Change of Zone from Restricted Agricultural (R-A) to Natural Resource Removal District (NRRD).

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

Nayes: Councilor Kriesel

Motion Carries.

6. 6:59 PM – Town Highway Department – Additions & Renovations - SEQR

Councilor Bollinger made a motion, Seconded by Councilor Nesci, to declare the Town of Manlius' intent to serve as the Lead Agency under SEQR and designated the proposed action as an unlisted action.

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

Nayes: 0

All in Favor.

Motion Carries.

The Town Clerk was directed to send out lead agency notices, for the purposes of facilitating a coordinated review.

7. 7:00 PM – Set Date for Public Hearing – Town Highway Department Bond – April 23, 2025

Councilor Bollinger made a motion, Seconded by Councilor Nesci, to set a date for a public hearing regarding the Bond Resolution for the highway department additions and renovation for April 23, 2025, at 6:31 PM.

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

Nayes: 0

All in Favor.

Motion Carries.

8. 7:01 PM – Town of Manlius Police Department – Sale of Surplus Equipment

Councilor Nicholson made a motion, Seconded by Councilor Nesci, to declare 11 Taser X26Ps as surplus and authorize the sale of tasers to Accredited Security of Naples Florida for a minimum amount of \$1,600.

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

Nayes: 0

All in Favor.

Motion Carries.

9. 7:01 PM – Docu-Sign

Councilor Kriesel made a motion, Seconded by Councilor Italiano, to authorize the

Supervisor to sign the contract with Docu-sign for 5-users in the amount of \$5001.74 subject to final legal approval.

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

Nayes: 0

All in Favor.

Motion Carries.

10. 7:22 PM – Budget Transfers

Councilor Kriesel made a motion, seconded by Councilor Nesci, to approve the budget transfer in the amount of \$6,000 from A00 5.1410.402 Town Clerk Seminars and Conferences to A00 5.1460.400 Records Management Contractual.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Kriesel made a motion, seconded by Councilor Nesci, to approve the budget transfer in the amount of \$4,500 from A00 5.1410.100 Town Clerk Personnel to A00 5.1460.400 Records Management Contractual.

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

Nayes: 0

All in Favor

Motion Carries.

11. 7:22 PM -Scanning – Avalon Retainer

Councilor Kriesel made a motion, seconded by Councilor Nesci, to authorize the supervisor to sign the invoice from Avalon for an additional retainer in the amount of \$10,500 subject to final legal approval.

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

Nayes: 0

All in Favor

Motion Carries.

12. 7:25 PM -Other Business

Supervisor Deer addressed concerns that have been received regarding a statement that was mailed out by Solar Simplified. After contact with Solar Simplified it was determined that it was an error on their end and that they would be sending out a letter with the correction.

Councilor Italiano announced that the annual Fish-Stock will take place on April 16, 2025, from 11:00am-1:00 PM at Green Lakes State Park.

Councilor Nesci took a moment to congratulate the Village of Manlius for their economic growth with bringing in new businesses.

13. 7:30 PM – Supervisor’s Reports – March 2025

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve the Supervisor’s Reports for March 2025 as presented by the Town’s Comptroller.

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

Nayes: 0 All in Favor Motion Carries.

14. 7:30 PM - Approval of Minutes – March 26, 2025

Councilor Italiano made a motion, seconded by Councilor Nicholson, to approve the minutes from March 26, 2025, as submitted by Clerk Grevelding.

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

Abstained: Councilor Kriesel, Councilor Nesci & Councilor Gonzalez-McCurdy

Motion Carries.

15. 7:31 PM – Approval of Abstract #7

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve abstract #7 in the amount of \$493,073.00.

TOWN OF MANLIUS Fund Summary Abstract #7 - 2025		
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$384,940.13
B	General Fund Part Town	\$15,840.19
DA	Highway Fund Townwide	\$78,181.89
DB	Highway Funds Part Town	\$4,312.62
SR1	Trash	\$250.99
SR2	Brush	\$250.99
TA2	Trust & Agency - Other	\$1,174.50
SL1	Overhead Lighting District	\$1,844.92
SL2	Underground Lighting	\$2,602.38
SL3	Entry Lighting	\$125.38
SL4	Garden Park Lighting	\$753.85
SL5	Ratnour Bridge Lighting	\$2,795.16
Total		\$493,073.00

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

Nayes: 0 All in Favor. Motion Carries.

16. 7:35 PM – Adjourn Regular Session

Councilor Nesci made a motion, Seconded by Councilor Italiano, to enter into Executive session to discuss a personnel 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
April 9, 2025

By motion made by Councilor Italiano, seconded by Councilor Nesci, to exit executive session 8:35 PM.

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

Nayes: 0 All in Favor. Motion Carries

There being no further business to come before the Board, upon motion duly made by Councilor Italiano and seconded by Councilor Kriesel the Board voted unanimously to come out of regular session at 8:35 PM.

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

Nayes: 0 All in Favor. Motion Carries

Respectfully Submitted by:

Carrie Grevelding
Town Clerk

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	170.00
A00-1010	Town Board	208.64
A00-1110	Justices	499.00
A00-1220	Supervisor	215.88

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1460	Records Management	10,500.00
A00-1620	Buildings	3,786.14
A00-1640	Central Garage	109.64
A00-1670	Central Printing	581.68
A00-3120	Police	25,257.44
A00-5132	Garage	1,318.04
A00-7310	Recreation	5,750.00

A00 TOTAL	General Fund Townwide	48,396.46
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B00-3620	Codes Enforcement	19.38
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B00 TOTAL	General Fund Part Town	19.38
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DA0-5130	Machinery	7,788.21
DA0-5142	Snow Removal	44,958.11

DA0 TOTAL	Highway Fund Townwide	52,746.32
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DB0-5110	General Repairs	2,860.02
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DB0 TOTAL	Highway -Part Town	2,860.02
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** TOTAL **		104,022.18
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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	22,244.64
A00-1620	Buildings	17.71
A00-3120	Police	48,923.61
A00-7310	Recreation	56.06

A00 TOTAL	General Fund Townwide	71,242.02
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B00-3620	Codes Enforcement	2,324.00
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B00 TOTAL	General Fund Part Town	2,324.00
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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
DA0-5130	Machinery	1,952.40
DA0-5140	Brush & Weeds	51.03
DA0-5142	Snow Removal	1,693.78

DA0 TOTAL	Highway Fund Townwide	3,697.21
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DB0-5110	General Repairs	4,062.75
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DB0 TOTAL	Highway -Part Town	4,062.75
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** TOTAL **		81,325.98
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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1010	Town Board	7,214.88
A00-1420	Attorney	30.00
A00-1440	Engineer	218.75
A00-1620	Buildings	1,388.25
A00-1640	Central Garage	4,794.73
A00-5132	Garage	5,417.28
A00-9045	Employee Benefits	451.47
A00-9061	Employee Benefits	300.00

A00 TOTAL	General Fund Townwide	19,815.36
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 **		255,538.74

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1420	Attorney	625.00
A00-3120	Police	26,407.29
A00-9050	Employee Benefits-Other	166.35
A00-9061	Employee Benefits	2,250.00

A00 TOTAL	General Fund Townwide	29,448.64
B00-3620	Codes Enforcement	25.00
B00-8010	Zoning	425.00
B00-8020	Planning	892.50

B00 TOTAL	General Fund Part Town	1,342.50
TA2	NON-DEPARTMENTAL	297.50

TA2 TOTAL	Trust & Agency - Other	297.50

** TOTAL **		31,088.64

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	1,279.17
A00-1670	Central Printing	1,627.33

A00 TOTAL	General Fund Townwide	2,906.50

** TOTAL **		2,906.50

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-7450	Museum	8,000.00

A00 TOTAL	General Fund Townwide	8,000.00

	** TOTAL **	8,000.00

NO ERRORS

** END OF REPORT **